

# **The Corporation of the City of Kawartha Lakes**

## **AGENDA**

### **PLANNING COMMITTEE MEETING**

**PC2016-03**

**Wednesday, March 9, 2016**

**1:00 P.M.**

**Council Chambers**

**City Hall**

**26 Francis Street, Lindsay, Ontario K9V 5R8**

#### **MEMBERS:**

**Mayor Andy Letham**

**Councillor Isaac Breadner**

**Councillor Brian S. Junkin**

**Councillor Gord Miller**

**Councillor Patrick O'Reilly**

**Councillor Heather Stauble**

**Councillor Emmett Yeo**

**Accessible formats and communication supports are available upon request.**

1.	<b><u>CALL TO ORDER AND ADOPTION OF AGENDA</u></b>	
2.	<b><u>DECLARATIONS OF PECUNIARY INTEREST</u></b>	
3.	<b><u>PUBLIC MEETING</u></b>	
3.1	PLAN2016-014  Sherry L. Rea, Planning Coordinator Applications for Official Plan and Zoning By-law Amendment to permit a 2 phased Country Inn development on a portion of the property described as Part Lots 4 and 5, Concession 2, Geographic Township of Emily, now City of Kawartha Lakes and being vacant land on Ski Hill Road (SOBRIAN/KIEZEBRINK)	4 - 25
3.2	PLAN2016-017  Ian Walker, Planner II Applications to amend the Lindsay Official Plan (D01-16-003) and Zoning By-law (D06-16-010) to permit additional uses on the property identified as 449 Kent Street West, Lindsay (LINDBROOK DEVELOPMENTS INC.)	26 - 42
3.3	PLAN2016-020  Mark LaHay, Planner II An application to remove the Holding (H) symbol from the Township of Fenelon Zoning By-law 12-95 to change the Highway Commercial Exception Six (C2-6) (H) Holding Zone to Highway Commercial Exception Six (C2-6) Zone which will be amended to also permit a towing facility on the property known as 317 Ranchers Road and legally described as Part of Lot 14, Concession 7, being Part 3, 57R6073, Geographic Township of Fenelon, now in the City of Kawartha Lakes (TOW-ALL INC.)	43 - 52
4.	<b><u>BUSINESS ARISING FROM PUBLIC MEETING</u></b>	
5.	<b><u>DEPUTATIONS</u></b>	
6.	<b><u>CORRESPONDENCE</u></b>	

**7. CITY OF KAWARTHA LAKES REPORTS**

7.1 PLAN2016-013 53 - 64

Sherry L. Rea, Planning Coordinator

An application for Condominium Description Exemption for a 22 unit apartment building on land identified as 29 Lakewood Crescent, former Village of Bobcaygeon, now City of Kawartha Lakes

7.2 PLAN2016-019 65 - 88

## David Harding, Planner I

Consent Agreements to implement a condition of five consent applications to create five residential lots on property described as Part South Half Lot 21, Concession 1, Geographic Township of Mariposa, City of Kawartha Lakes, identified as 188 Valentia Road (Michelle and Jim WARD - Planning File D03-14-043 to D03-14-047)

8. ADJOURNMENT

# The Corporation of the City of Kawartha Lakes

## Planning Report

Report Number PLAN2016-014

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**Date:** March 9, 2016

**Time:** 1:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** Ward 15

**Subject:** Applications for Official Plan and Zoning By-law Amendment to permit a 2 phased "Country Inn" development on a portion of the property described as Part Lots 4 and 5, Concession 2, geographic Township of Emily, now City of Kawartha Lakes and being vacant land on Ski Hill Road. (SOBRIAN/KIEZEBRINK)

**Author/Title:** Sherry L. Rea, Planning Coordinator **Signature:** 

### Recommendation:

**RESOLVED THAT** Report PLAN2016-014, respecting Part Lots 4 and 5, Concession 2, geographic Township of Emily, and being vacant land on Ski Hill Road, Application Nos. D01-16-002 and D06-16-008, be received; and

**THAT** the applications respecting the proposed Official Plan Amendment to the City of Kawartha Lakes Official Plan and the proposed Zoning By-law Amendment to the Township of Emily Zoning By-law, be referred back to staff for further review and until such time as all comments have been received from circulated Agencies and City Departments.

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**Department Head:**

**Corporate Services Director / Other:**

**Chief Administrative Officer:**

## Background:

The proposal is to permit a 2 phased "Country Inn" development on the property with Phase 1 to include a 929 sq.m. country estate building with 14 guest rooms, manager's apartment and a 150 person conference/event room along with 3 small two bedroom cottages/chalets. Phase 2 will include a 1,858 sq.m. lodge with 30 guest rooms and 2 additional conference/event rooms and manager's apartment. It is anticipated that the phased development will occur within a short term goal of 5 years. The area of the phased development represents 31 ha. See Appendix "A", "B" and "C" attached.

Owner: Jules and Frances Ann Sobrian

Applicant: EcoVue Consulting Services Inc. on behalf of Harry and Erika Kiezebrink and Erik and Deborah Kiezebrink

### Legal

Description: Part Lots 4 and 5, Concession 2, geographic Township of Emily, now City of Kawartha Lakes.

Official Plan: Designated *Rural and Environmental Protection* on Schedule "A-3" of the City of Kawartha Lakes Official Plan.

Zone: Agricultural (A1) and Environmental Protection (EP) on Schedule "A" of the Township of Emily Zoning By-law No. 1996-30.

Total Area: 58.7 ha. Total Area of Phased Development: 31 ha.

Site Servicing: Individual well(s) and private sewage disposal system(s) for the phased development which will include approvals from the Health Unit in accordance with O. Reg 318/08 and from the MOECC under the Ontario Water Resources Act, R.S.O., 1990, as amended in the form of an Environmental Compliance Approval (ECA) for systems greater than 10,000 L/day.

Existing Use: Vacant land.

Adjacent Uses: North, South and East: Large rural parcels of land including agricultural operations and rural residential uses.  
West: Agricultural use including equestrian farm with training track.

## Rationale:

The subject property is vacant land on the east side of Ski Hill Road, approximately 1.2 km south of Highway 7 and the former Village of Omemee and is comprised of 58.7 ha. of which 31 ha. is the subject of the development applications. The applicants currently operate Nestleton Waters Inn, a 10 suite bed and breakfast that holds summer tented weddings and other events and propose a new larger facility in the City of Kawartha Lakes that is capable of

handling larger weddings, events such as private gatherings, business conferences, artistic performances, culinary tourism and charitable fundraisers and can accommodate additional overnight guests. The applicants intend to offer onsite guest services such as catering, restaurant, gift shop, spa, indoor and outdoor recreation as well as event, corporate, and wedding planning consultation/support. The applicants have chosen the subject property as it provides an opportunity for greater integration with the surrounding landscape, improved vehicular access, as well as greater separation from residential and other sensitive land uses.

The applicants propose to develop the lands in 2 phases as follows:

#### Phase 1

1. Construction of a 929 sq.m. country estate building with approximately 14 guest rooms, manager's apartment and a 150 person conference/event room along with 3 small two bedroom cottages.
2. Other amenities to include reception and office spaces, a meeting space, potential spa facilities, kitchen facilities, dining and lounge area and a covered balcony sited to maximize views of the surrounding woodlands and scenery.
3. To accommodate the seasonal weddings, corporate and other special events of Phase 1, non-permanent tents or a three season timber-frame pavilion is proposed.
4. Depending on bookings and financing, the applicants propose 3 two-bedroom luxury chalets in the years leading up to Phase 2.
5. Sufficient parking areas to support the proposed uses have been identified along with a proposed pond as a landscape feature.

#### Phase 2

1. Construction of a 1,858 sq.m. lodge which will become the primary facility on the property and will house the main reception area. The lodge will accommodate an additional 30 guest rooms and 2 additional conference/event rooms and manager's apartment.
2. Other amenities will include meeting spaces, central kitchen, dining and lounge areas, spa, gym, offices, gift shop and covered terrace.
3. A tent/marquee area will be located adjacent to one wing with another potential timber-frame pavilion located adjacent to the other wing.
4. Sufficient parking areas to support the proposed uses have been identified along with a second proposed pond as a landscape feature.

In support of the applications the applicant has submitted the following:

1. Zoning Sketch prepared by EcoVue Consulting Services Inc. and dated November 24, 2015. See Appendix "B" attached.

2. Concept Plan prepared by EcoVue Consulting Services Inc. and dated November 24, 2015. See Appendix "C" attached.
3. Planning Justification Report to support the proposal prepared by EcoVue Consulting Services Inc. and dated December 3, 2015. The report justifies the development proposal under current provincial legislation and municipal planning framework.
4. Servicing Reports consisting of:
  - a. Functional Servicing and Preliminary Stormwater Management Report prepared by C.C. Tatham & Associates Ltd. and dated December, 2015 which includes a preliminary engineering analysis of the development proposal with respect to geotechnical investigations and water supply assessment, water supply and distribution, sewage treatment and disposal, transportation/access and preliminary stormwater management.
  - b. Hydrogeological and Geotechnical Investigations prepared by WSP Canada Inc. and dated October 2015 which provides an analysis of the soils on the subject property and examines the impact from the development on the ground and surface water. The report concludes that the site is capable of supporting the proposed use, in terms of water supply, sewage disposal requirements and soil suitability for construction. The report recognizes that the test well is considered low yielding and water storage (20,000 L storage tank) and water conservation methods will be needed at the site to assist with peak demand for the proposed development use of a commercial inn with conference/event facilities.
5. Traffic Impact Study prepared by Tranplan Associates and dated October, 2015. The study evaluates the potential traffic impacts of the proposed development along with site entrance requirements. The study concludes that future traffic volumes generated by the proposed development will have minimal impact on the Ski Hill Road corridor. There is no requirement for road infrastructure improvements to support the development. The planned site entrance driveway location will have sufficient 'sight distance' to provide for entry and exit from the development.
6. Agricultural Impact Assessment prepared by Clark Consulting Services and dated April, 2015 which examines the impact of the proposed development on the surrounding agricultural uses. Minimum Distance Separations (MDS) from surrounding vacant and occupied barns were calculated and summarized. The report concludes that the use of approximately 30 ha. of land within the subject property would not result in a substantial agricultural loss to the local or greater farming community.
7. Scoped Environmental Impact Study prepared by Snider's Ecological Services and dated July, 2015 which examines the impact of the proposed development on the site's natural heritage features as identified in the 2014

PPS being significant woodlands, fish habitat, significant valley lands, provincially significant ANSIs, significant wildlife habitats and significant habitat of threatened or endangered species. The report acknowledges the presence of natural heritage features including upland cedars adjacent to Ski Hill Road, an arm of the Pigeon River No. 23 Provincially Significant Wetland located in the south west area of the subject land which includes fish habitat, no significant habitat for threatened and endangered species, no ANSIs and no significant wildlife habitat as defined by the MNR. Those natural heritage features identified in the Scoped EIS are not located in the portion of the subject property subject to the development applications.

8. Cover Letter and Testimonials from the Kiezebrink Family which introduces the applicants and confirms their commitment to developing partnerships with local area hotels, restaurants, and niche business products and services.

All of the reports submitted have been circulated to the applicable Agencies and/or City Departments for review and comment. Staff is recommending that the applications be referred back to staff until such time as commenting Agencies and/or City Departments have submitted comments.

### **Applicable Provincial Policies:**

Staff has reviewed the Planning Justification Report prepared by EcoVue Consulting Services Inc. in support of the official plan and zoning by-law amendments. The report provides a review of the proposed development in the context of the current provincial and municipal policy framework. Staff is accepting of the planning rationale contained in the report.

### **Growth Plan for the Greater Golden Horseshoe (Growth Plan):**

The subject property is not located within a *settlement area* as defined in the Growth Plan. Section 2.2.2.1(i) states that development should be directed to *settlement areas*, except where necessary for development related to the management or use of resources, resource-based recreational activities and rural land uses that cannot be located in *settlement areas*. The application conforms to the Growth Plan in that it does not create an area of settlement and does not detract from nor disrupt agricultural uses. Minimum Distance Separations (MDS) from surrounding vacant and occupied barns were reviewed and an Agricultural Impact Assessment concludes that the use of approximately 30 ha. of land within the subject property would not result in a substantial agricultural loss to the local or greater farming community.

The proposed development is a resource-based recreational use that depends on a rural setting. The rural setting provides opportunity to explore agricultural activities through horse and carriage rides to fields for views and wedding photos, culinary tourism, vegetable gardens to be grown for on-site guest catering and “field to fork” experiences.



## **2014 Provincial Policy Statement (PPS):**

The Provincial Policy Statement provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. Section 1.1.4 Rural Areas in Municipalities acknowledges that rural areas are important to the economic success of the Province and quality of life. It is important to leverage rural assets and amenities and protect the environment as a foundation for a sustainable economy. The applications are consistent with the PPS through the following prescribed sections:

Section 1.1.4.1 states that healthy, integrated and viable *rural areas* should be supported by:

- a) building upon rural character, and leveraging rural amenities and assets;
- b) promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources; and
- c) providing opportunities for sustainable and diversified tourism, including leveraging historical, cultural, and natural assets.

Section 1.1.5.2 states that on *rural lands* located in municipalities, permitted uses include resource-based recreational uses. Recreation, as defined in the PPS includes leisure time activity undertaken in built or natural settings for the purposes of physical activity, health benefits, sport participation and skill development, personal enjoyment, positive social interaction and the achievement of human potential. The proposed Country Inn development is a resource-based recreational use that takes advantage of the natural features of the area, vistas and landscape to offer opportunity for personal enjoyment and positive social interaction.

Section 1.6.6.4 states that where *municipal sewage and water services* are not provided, *individual on-site sewage services* and *individual on-site water services* may be used provided that site conditions are suitable for the long term provisions of such services with no *negative impacts*. The Functional Servicing and Preliminary Stormwater Management Report prepared by C.C. Tatham & Associates Ltd. and the Hydrogeological and Geotechnical Investigation prepared by WSP Canada Inc. are the appropriate supporting studies for the development proposal. The applicant acknowledged constraints through the purchase and sale process that limited the number of test wells and that additional hydrogeological work will be undertaken through the site plan process once the sale of the land has been completed.

Section 2.1 Natural Heritage identifies that natural features and areas shall be protected for the long term and that development and site alteration shall not be permitted within significant wetlands, woodlands and valleylands, significant wildlife habitat, ANSIs, fish habitat or habitats of endangered species and threatened species. The applicant has submitted a Scoped EIS which addresses natural heritage features on the subject land and confirms that the proposed

development is not within any of these features. KRCA assisted the applicant in defining the parameters of the Scoped EIS and the resultant study has been forwarded to KRCA for confirmation. The conclusions contained in the report will result in the appropriate Environmental Protection land use designations and zone categories on the subject land.

Finally, Section 2.3 Agriculture protects for the long-term use of agriculture. Specifically, Section 2.3.3.3 states that new land uses shall comply with the *minimum distance separation formulae*. The applicant has submitted an Agricultural Impact Assessment prepared by Clark Consulting Services which calculated and summarized the Minimum Distance Separations (MDS) from surrounding vacant and occupied barns.

### **Official Plan Conformity:**

The land is designated "*Rural*" and "*Environmental Protection*" on Schedule "A-3" of the City of Kawartha Lakes Official Plan (OP). The proposed development is by definition in the OP a Tourist Resort. A Tourist Resort is defined as accommodation in the form of rental cottages and cabins, motel and/or hotel that is owned and managed as one establishment that also provides recreational facilities on site for guests. A Tourist Resort is not a permitted use in the "*Rural*" designation therefore the applicant is requesting an amendment to the OP to redesignate a portion of the subject land (31 ha.) to the "*Tourist Commercial*" designation. For further clarity, the applicant is also requesting a Special Policy Area be applied to permit a "Country Inn" facility defined as follows:

"COUNTRY INN shall mean a public lodging or housing establishment in a rural setting offering and providing accommodation and such additional services and attention as are necessarily incidental to the use such as a restaurant, bar, banquet hall, meeting and reception rooms, spa and recreational facilities. Country Inns may also be used for social events or gatherings, (such as weddings), and are permitted to obtain liquor licenses."

The balance of the subject property will remain "*Rural*" and through confirmation of the Scoped EIS appropriate land will be designated "*Environmental Protection*". No development is contemplated on land designated "*Environmental Protection*". Appropriate environmental buffers will also be included in the environmental designation and zone category.

Section 26.2 of the OP sets out the Objectives of the "*Tourist Commercial*" designation as follows:

1. To provide for various forms of high quality recreational based developments intended for the traveling public that supports the tourism industry;
2. To ensure that such development is compatible with surrounding uses and maintains the rural character;
3. To establish development that has tourist commercial character in settlement areas except where it is necessary for a tourist commercial

development related to resource-based recreational activities to be located outside of a settlement area.

Section 26.3.1 permits a Tourist Resort in the "*Tourist Commercial*" designation provided that a number of criteria for new Tourist Commercial developments are met as set out in Sections 26.3.3 to 26.3.10. These criteria speak to an assessment of the appropriateness of location, scale, size and density of development; an assessment of the compatibility of use and site characteristics, an analysis of demand for a tourist commercial development and an EIS along with restrictions of use, and regulations against locating within a *Prime Agricultural* designated area and conversions to residential use. The scale of Tourist Commercial developments are also regulated to one unit per hectare devoted to the natural recreational feature. Section 26.4.1 permits Tourist Commercial development to be privately serviced. The OP states that the City shall prescribe necessary conditions for the provision and maintenance of services and may require the (owners) to abide by a servicing agreement. Staff is recommending the proposed development be subject to site plan approval.

Staff has reviewed and is accepting of the Planning Justification Report prepared by EcoVue Consulting Services as it addresses the appropriateness of the proposed development in accordance with the criteria as outlined in Sections 23.3.3 to 26.3.10 of the OP.

Section 34.7 established the entire City of Kawartha Lakes as a Site Plan Control Area applying to all uses except for agricultural, aggregate extraction, forestry, open space and single detached residential uses. Staff recommends that only the developable area be subject to site plan approval.

### **Zoning By-law Compliance:**

The land is zoned Agricultural (A1) and Environment Protection (EP) in the Township of Emily Zoning By-law No. 1996-30. The application proposes to rezone a portion of the property to Recreation Commercial (C3) to permit the "Country Inn" use. A Recreation Commercial Exception \*\* (C3\*\*) Zone may be applied to clarify the proposed "Country Inn" use which is not a defined term in the Zoning By-law. The Exception Zone will also address any additional ancillary uses and/or site specific development standards, if required. The applicant acknowledges that the development proposal will maintain the provisions of the Zoning By-law including parking provisions.

Staff also recommend that the developable area be subject to site plan approval through the use of a Holding (H) provision to address the details of development such as access/entrance requirements, parking, lighting (including dark sky initiatives), waste management, fire routes and landscaping. Once the site plan agreement has been registered, the owners would apply to remove Holding Zone, pay the prescribed fee and a By-law to remove the (H) symbol would be prepared for Council's consideration.

## **Development Services – Planning Division Comments:**

The appropriate background studies have been submitted to support the applications for official plan and zoning by-law amendment. These reports and background studies have been circulated to the appropriate Agencies and City Departments for review and comment. Staff recommends that the applications be referred back to staff until such time as all comments have been received from all circulated Agencies and City Departments.

## **Other Alternatives Considered:**

No other alternatives were considered at this time.

## **Financial Considerations:**

There are no financial considerations unless Council's decision to adopt, or its refusal to adopt the requested amendments, is appealed to the Ontario Municipal Board. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

## **Relationship of Recommendations To Strategic Priorities:**

The City's Strategy Map outlines Council's Vision of a Community Pursuing Prosperity, Quality of Life and a Healthy Environment. These applications align with all Council's priorities in that residents and visitors to the City will have the opportunity to visit a new tourism establishment that is capable of hosting events such as weddings, private gatherings, business conferences, artistic performances, culinary tourism and charitable fundraisers and can accommodate additional overnight guests. In addition, the new tourism establishment offers opportunity to develop business partnerships with local area hotels, restaurants, and niche business products and services.

Significant portions of the property is being retained in the Environmental Protection Area which will ensure a "Healthy Environment" long term.

## **Review of Accessibility Implications of Any Development or Policy:**

The accessibility standards established in the Building Code will be shown on the subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

## **Servicing Comments:**

The Functional Servicing Report and the Hydrogeological and Geotechnical Study were circulated to the City's Engineering and Assets and Public Works Departments and KRCA for review and comment.

## **Consultations:**

Notice of this application was circulated in accordance with the requirements of the *Planning Act*. As of the writing of this report, the following comments have been received:

February 18, 2016 - Building Division, advises of no concerns with the applications.

February 19, 2016 - Building Division, Part 8 Sewage Systems, advises that approvals will be the responsibility of the MOECC as projected daily sewage flows will be greater than 10,000 L/day.

February 22, 2016 - Hiawatha First Nation, appreciates that the CKL is conforming to the requirements of the First Nations Duty to Consult process. They ask to be appraised of any updates, archaeological findings and/or environmental impacts.

February 24, 2016 - Karl and Lois Stoldt, 998 Ski Hill Road, supports the development application. See Appendix "D" Attached.

February 24, 2016 - Claudia Kent, lives in the Pontypool area and supports the development application as it is a feeder for local businesses such as florists, bakers, limos, rentals, shuttle bus services, musicians, pastors, caterers, etc. The business offers local service jobs for youth and supports local tourism. See Appendix "E" attached.

February 25, 2016 - Jules and Frances Sobrian, owners of the subject property, attended the Open House held February 24, 2016 and are pleased with the plan for the property and believe that the development will enhance the value of the surrounding land. See Appendix "F" attached.

February 25, 2016 - Vic Callan, 404 Rita Court, works for the City of Kawartha Lakes and farms 600 acres of beef cattle. Agrees with the country inn proposal as it brings people to the community and the proposed location is not farm land. See Appendix "G" attached.

February 26, 2016 - Randy Chamberlain and Donna Querengesser, 241 Mount Nebo Road; opposes the application for the following reasons: purchased the property based on the information in the CKL OP regarding the land use and

natural features on his lot and the surrounding lots; the subject property was not designated for a high density facility and they will see the development, lighting and noise concerns; development will affect the wildlife; services will impact the quality and quantity of their well; and concerned that their property value will decrease. See Appendix "H" attached.

## **Attachments:**

### **Appendix "A" – Location Map**



Appendix 'A' -  
Location Map.pdf

### **Appendix "B" – Zoning Sketch**



Appendix 'B' - Zoning  
Sketch.pdf

### **Appendix "C" – Concept Plan**



Appendix 'C' -  
Concept Plan.pdf

### **Appendix "D" to Appendix "H" - Public Comments**



Appendix 'D' to 'H' -  
Public Comments.pdf

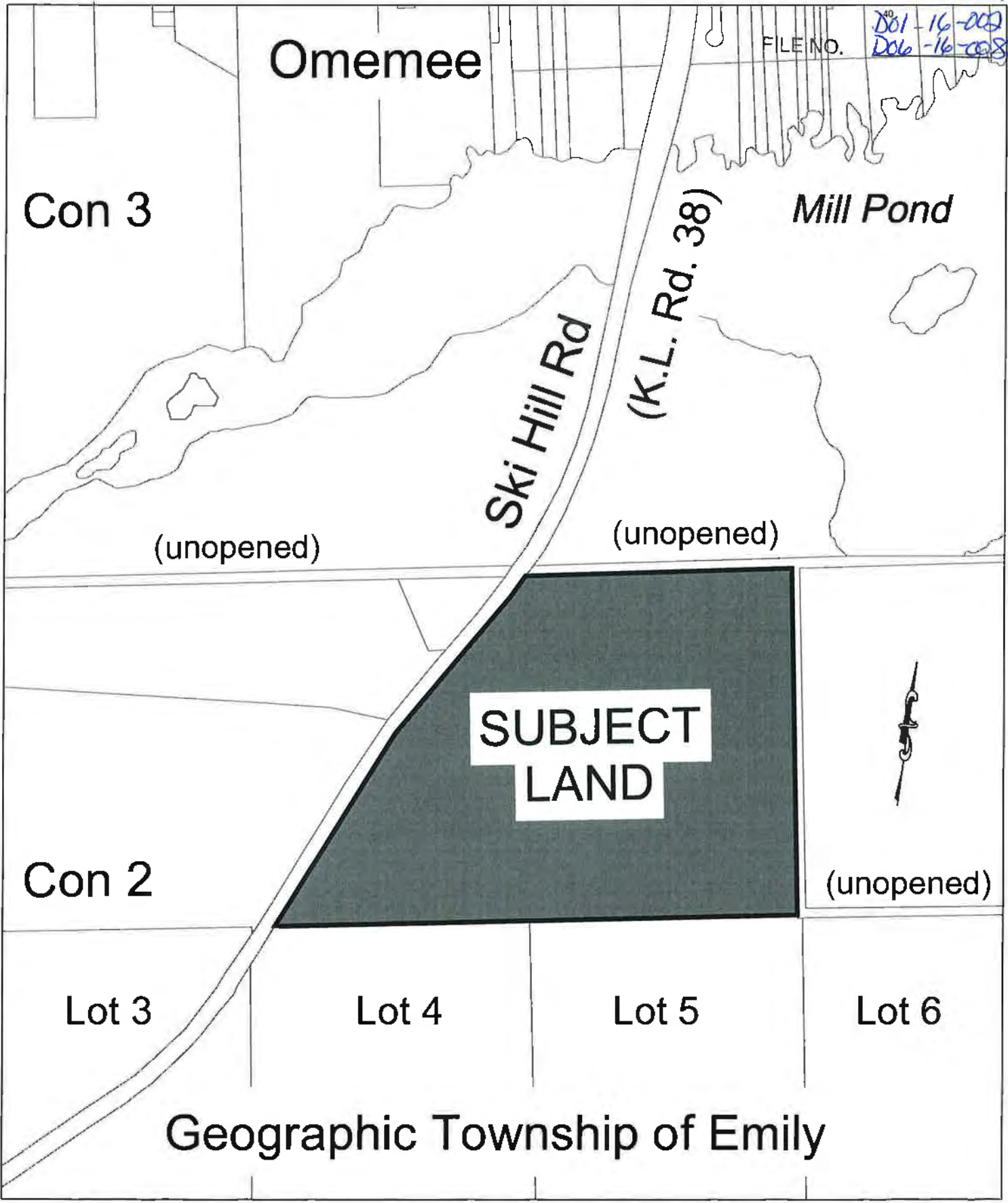
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**Phone:** 705-324-9411 ext. 1331

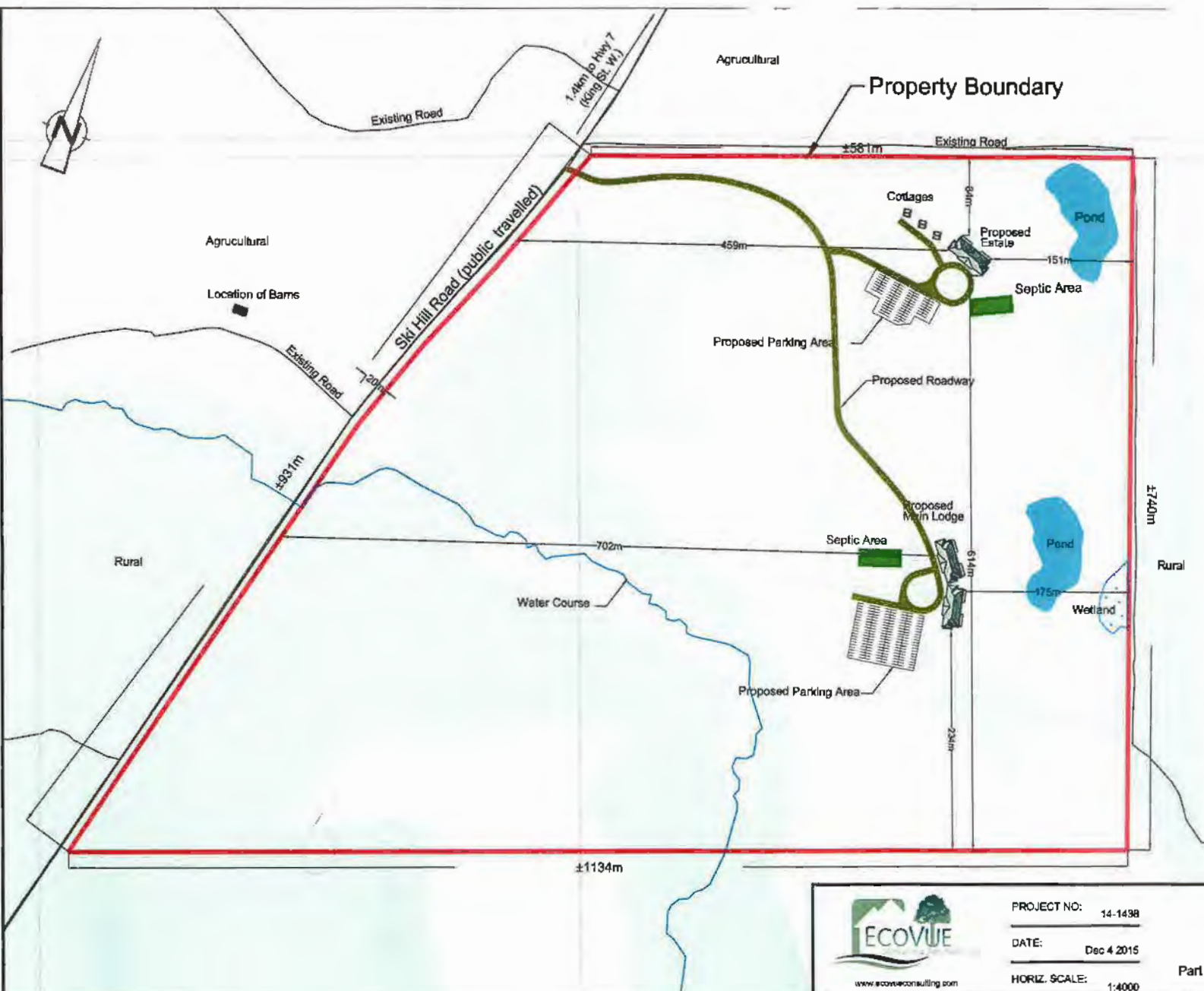
**E-Mail:** [srea@city.kawarthalakes.on.ca](mailto:srea@city.kawarthalakes.on.ca)

**Department Head:** Chris Marshall

**Department File:** D01-16-002 and D06-16-008








RECEIVED  
DEC 07 2015  
City of Kawartha Lakes  
Development  
Planning

- Phase 1**  
Estate 929m<sup>2</sup> (10,000ft<sup>2</sup>)  
 -14 Guest Rooms  
 -2 Bedroom Owner/Manager Apt.  
 -Space for tent  
 -150 person conference/event room
- Phase 1A**  
Cottages  
 -3 two bedroom cottages near the estate
- Phase 2 (approx. 8 Years)**  
Main Lodge 1858m<sup>2</sup> (20,000ft<sup>2</sup>)  
 - #1 wing - 15 Guest rooms\* & 70 person conference/event room  
 - #2 wing - 15 Guest rooms\* & 150 person conference/event room  
 - 2 bedroom Owner/Manager Apt.  
 -Central Area (kitchen, spa, gym, lounge)  
 \*contingent on number of suites in cottages. Aiming for 50 guest rooms total to accommodate conference booking needs.



www.ecovueconsulting.com

PROJECT NO: 14-1438

DATE: Dec 4 2015

HORIZ. SCALE: 1:4000

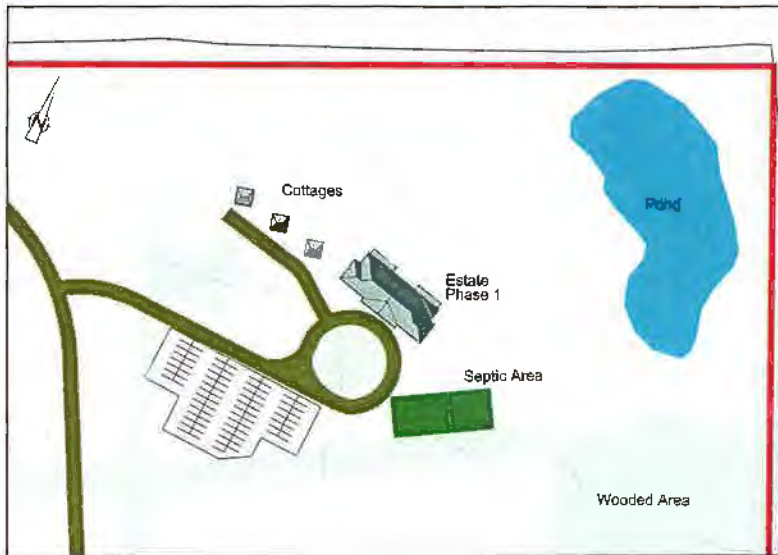
**Zoning Sketch**

Omamee Inn

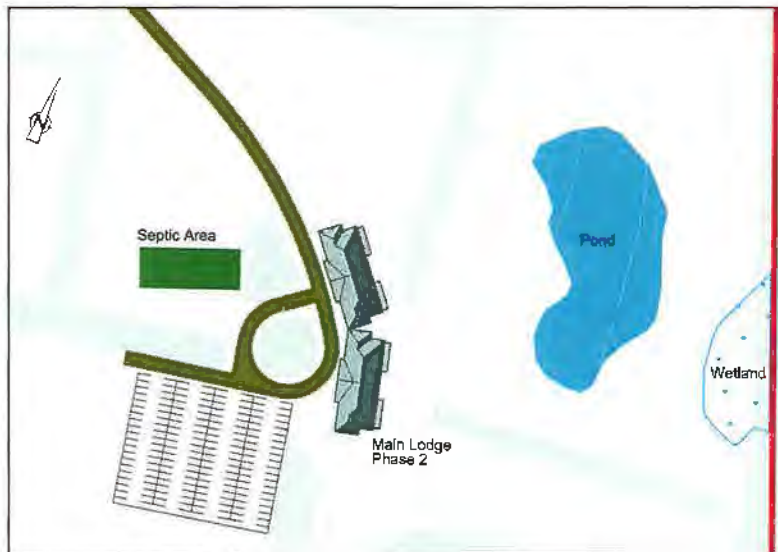
Part of Lots 4 & 5 Concession 2 Former Township of Enniskillen City of Kawartha Lakes

REPORT NO. 14-1438-014  
 101-116-002  
 100-116-008  
 APPENDIX B

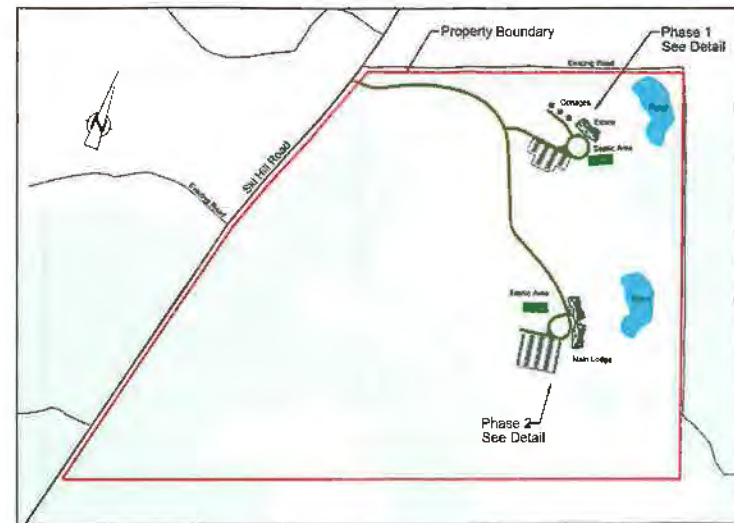




Phase 1 Detail



Phase 2 Detail



#### Phase 1

##### Estate

- 14 Guest Rooms
- 2 Bedroom Owner/Manager Apt
- Space for tent
- 150 person conference/event room

#### Phase 1A (approx. 4 Years)

##### Cottages

- 3 two bedroom cottages near the estate

#### Phase 2 (approx. 8 Years)

##### Main Lodge

- #1 wing - 15 Guest rooms\* & 70 person conference/event room
- #2 wing - 15 Guest rooms\* & 150 person conference/event room
- 2 bedroom Owner/Manager Apt.

#### Central Area (Kitchen, spa, gym, lounge)

\*contingent on number of suites in cottages. Aiming for 50 guest rooms total to accommodate conference booking needs.



PROJECT NO: 14-1428  
DATE: Nov 24 2013  
HORIZ. SCALE: AS SHOWN

Concept Plan  
Owner's Plan

Part of Lots 4 & 5, Concession 2, former Township property, City of Kawartha Lakes

APPENDIX "C"

201-16-002  
201-16-008  
201-16-014

APPENDIX " D "  
to PLAN 2016-014  
REPORT  
FILE NO. 201-16-003  
206-16-008

## Sherry Rea

**From:** deborah@nwinn.com  
**Sent:** Wednesday, February 24, 2016 1:55 PM  
**To:** Sherry Rea  
**Cc:** Kent Randall; Heather Sadler; Abernethy Jim; Mary Ann Martin  
**Subject:** FWD: Neighbor Support Letter  
  
**Importance:** High

Hi there: Just received following email of support. Thought I'd forward. :)  
Thanks Sherry.

Sincerely,  
Deborah Kiezebrink (Inn Owner)  
**Nestleton Waters Inn B&B**  
3440 Beacock Road, Nestleton, ON L0B 1L0  
P: 905-986-0670 E: [deborah@nwinn.com](mailto:deborah@nwinn.com)  
W: [www.nestletonwatersinn.com](http://www.nestletonwatersinn.com)

----- Original Message -----

**Subject:** Public open House Omemee  
**From:** Karl stoldt <[karl.stoldt@hotmail.com](mailto:karl.stoldt@hotmail.com)>  
**Date:** Wed, February 24, 2016 11:34 am  
**To:** "info@nwinn.com" <[info@nwinn.com](mailto:info@nwinn.com)>

**Att:** Eric Kiezebrink

We are unable to attend the rezoning meeting this evening, but we wanted to offer you our full support. We are looking forward to having the development of your Inn, next door.

Sincerely, Karl and Lois Stoldt  
998 ski hill road, Omemee, On

to

REPORT

PLAN 2016-014

Re: Support of File Nos. D01-16-002 &amp; D06-16-008 A Country Inn

D01-16-002  
D06-16-008

Dear Sherry Rea, Planning Coordinator (srea@city.kawarthalakes.on.ca):



My name is Claudia Kent and I have lived in this area since 1975. We raised our three children in the Pontypool and City of Kawartha Lakes area and love the beauty and serenity of our beautiful piece of Ontario. I am also a local small business owner. Through the past 40 years, I sat on the Parent Teacher Association at Grandview Public School and started the Breakfast Club Program there many years ago. My husband Ross has been on the Rolling Hills School Council at Rolling Hills Public School since it began until just this year. We annually sponsor their Math Award each graduation year. We gladly give our support of the proposal the Kiezebrinks have made to build a beautiful Country Inn in OMEMEE. I believe a Country Inn will be good for our community for 6 reasons:

1. A Country Inn is a feeder for many local businesses (i.e. from: florists, bakers, limos, decor, rentals, shuttle bus, harpists and other musicians, pastors, caterers, RMTs, hair salons, makeup artists, to businesses like: gas stations, grocery stores, coffee shops, restaurants, local attractions, farm fresh foods, chocolatiers, pizza, tree farm favors, landscapers, snow removal, mechanics, the list goes on and on)
2. Local service jobs for our youth in school is critical. Inns hire youth, stay-at-home moms, single parent families and retired seniors for: serving, cleaning, guest check in/care, maintaining grounds, laundry, facebook and social media support, advertising, office work and administration, greeting guests, etc.
3. A Country Inn supports our local tourism. We need places for people to stay when visitors want to ski, enjoy equestrian activities, hike the Victoria Rail Trail, attend our art galleries, studio tour, theatres, shop in our downtown, play golf, attend 4<sup>th</sup> line Theatre. We also need places for our anniversaries, birthday or holiday parties, graduations, retirements, retreats and get away weekends. A central place to feature local artisan work means they don't need to leave us to find their opportunities.
4. My business, Bridal Path Weddings, has provided wedding coordination services to Nestleton Waters Inn for the past 7 years. I have been able to seasonally hire 7 additional people to assist me, including a local student Helen who now works with me full-time. A second location in OMEMEE will allow even more hires.
5. The owner, Deborah gets so many inquiries she refers business out. We've had guests fly in from Korea, South Africa, California, Scotland, Israel, Thailand, UK and many other places to come to this area to get married. (In fact our first wedding couple flew in from China.) See their Trip Advisor reviews for how people feel about their inn!
6. Couples will often revisit the inn and community, after they're married to bring their new baby, celebrate an anniversary or to have a group event for their business etc. and will come back over and over.

In conclusion, if we are encouraging any economic growth in our community, a Country Inn makes perfect sense. Are lodgings and gathering places not part of the growth we are hoping for? I could not find one B&B online that's listed for OMEMEE! The Kiezebrinks know how to make community family, supporting as many local small business owners with their business as possible. They assist with fundraisers and give to many charities every year. Harry and Erika are/were retired teaching professionals from Durham District School Board. SA Cawker Public School has chosen to reward one student with the Harry Kiezebrink Humanitarian Award in Harry's honor. Erika is happiest when she is in her kitchen cooking and baking. Erik, their son, is a quiet giant who can do anything, gifted with the most envied talents of design and construction. Deborah is one of the kindest and most brilliant women I have ever met.

I see this inn as a fabulous addition to our community with its spa services, extra accommodation and employment. It will one day be the most idyllic retreat for your families, friends and colleagues, especially under the guidance and strength of the Kiezebrink family whose focus on the environment, guest safety and perfect harmony with nature is paramount. It will make you, as proud, as we already are.

Sincerely,

Claudia Kent, W.P.I.C.C. (Owner, Bridal Path Weddings, Pontypool, ON)

to

PLAN 2016-014**Sherry Rea**

REPORT

**From:** jsobrian jsobrian <jsobrian@bell.net>  
**Sent:** Thursday, February 25, 2016 1:43 PM  
**To:** Sherry Rea  
**Cc:** Deborah Kiesebrink  
**Subject:** Sobrain/Kiesebrink zoning amendment File 001-16-002 & D06-16-008

FILE NO.

D01-16-002  
D06-16-008

Dear Ms Rea,

We attended the Kiesebrink's open house at Coronation Hall in Omemee last evening and were very pleased and impressed with their plan for our property.

We believe their inn will contribute to the prosperity of the village and their presence will enhance the value of the surrounding land.

There will be no development done on the wetland on the property and the plan for creating ponds will actually increase the quantity and quality of the wildlife habitat.

Thank you for your consideration.

Yours very truly,

Paul & Frances Sobrian

to

REPORT PLAN 2016-014**Sherry Rea**

**From:** deborah@nwinn.com  
**Sent:** Thursday, February 25, 2016 6:21 PM  
**To:** Sherry Rea  
**Cc:** Kent Randall; Heather Sadler; Abernethy Jim; Mary Ann Martin  
**Subject:** RE: Neighbor Support Letter

FILE NO. 201-16-002  
206-16-008

Hello Sherry:

We had a wonderful open house last night in spite of the weather, with some good attendance, discussion, questions, etc. No comments were left in our comment box except the following note (as well as people leaving business cards to keep in touch). There was one fellow at the open house who does not have email, however he expressed his wish to write a letter of support and so one of our volunteers took down this note to be forwarded to you. He writes:

"I work for the City of Kawartha Lakes, plowing, roadwork. I farm beef, 600 acres approximately. I agree with all of this (country inn proposal) as this brings more people to the community and it is a perfect property as its not farm land." Vic Callan 705-799-2324, 404 Rita Court

Sincerely,

Deborah Kiezebrink (Inn Owner)

**Nestleton Waters Inn B&B**

3440 Beacock Road, Nestleton, ON L0B 1L0

P: 905-986-0670 E: [deborah@nwinn.com](mailto:deborah@nwinn.com)

W: [www.nestletonwatersinn.com](http://www.nestletonwatersinn.com)



**NEW PHOTOS! Like us on... [Nestleton Waters Inn Facebook](#)**

**NWI Featured in [Today's Bride Magazine](#)**

**Slice TV Blog [Top 10 Summer Wedding Venues](#)**

**Also Featured in [Style Me Pretty](#)**



February 26<sup>th</sup>, 2016

We would like to register our objections to the proposed "Omeme Country Inn", requiring amendments to the City of Kawartha Lakes Official Plan and Zoning By-laws, on lands located at Part of Lots 4 & 5, Concession 2 Municipality of Former Township of Emily.

We are owners of a neighbouring property at 241 Mt Nebo Rd, which is atop a high hill, overlooking the proposed site. We will be very negatively impacted by these proposed changes, if approved, by noise pollution, light pollution, loss of privacy, and potentially to our wellwater supply. We were not provided any official notice of this proposed change, and only found out about it through a flyer left on our gate last week. Considering the size and scope of this proposed development and the effect on us, this seems very wrong.

Four years ago, we began scouring southern Ontario for the perfect property to build and retire on. When we came across the property on Mount Nebo Road on the south side of the Pigeon River Mill Pond overlooking the village of Omeme, we were absolutely blown away. It had everything that we were looking for: spectacular sweeping 360 degree views of rolling rural bush and farmland, absolute privacy, and serene environment. Literally every visitor we show it to remarks on this "million dollar view".

We checked the City of Kawartha Lakes Official Plan (2012) and noted that the property that we were interested in acquiring had a land use designation of Rural and an agricultural zoning of A1. The property immediately to the west of us, which is also being considered for purchase by the Kiezebrink family, and the subject property, were both designated Rural and zoned R1. Like our property, they both included some areas of environmental protection. We spoke with the City of Kawartha Lakes about a building permit and were told that we had to go through the Kawartha Conservation Authority for approval first. We met with the conservation authority and they showed us their maps, pointing out that a small corner of the property that we were interested in, has a natural heritage feature designated as Significant Woodlands as well as an overlap of the buffer zone of the Provincially Significant Wetlands of the Omeme Mill Pond. Therefore, the entire property is under "environmental protection". We were told that we'd be permitted to build only a single residence, as long as we did not adversely affect the designated areas. The property to the west, and the subject property beside it, have significant areas (approximately 40%) with natural features designated as Significant Woodlands and Provincially Significant Wetlands and, as such, were ineligible for any development other than a single residence as well. Based on this official information, we believed that the property was perfect for our needs as no development or sub-division would ever be allowed to ruin our peace and quiet and privacy.

We have spent the last three and a half years preparing an entrance and driveway, drilling a well, grooming trails, trimming many of the approximately 600 apple trees, planting native trees, removing invasive species (buckthorn, sumac and honeysuckle), and planting gardens. Over this period of time, we've come to appreciate the property more even than we'd first imagined. The wildlife is abundant and includes many deer, bear, several coyote families, rabbits, foxes, raccoons, porcupine, grouse, hawks, wild turkeys, and turkey vultures. Our observation is that the deer move daily from the properties to the

west of us to the sugar maple bush to the east of us. Here are some screen captures from our video cameras of the deer, turkeys and coyote, which we see regularly on our property.





We just recently received a copy of the “scoped” environmental study and were shocked to read the following regarding winter deer habitat: “The lack of present browsing or old browsing or “hedging” indicates that the area was probably not used in the present year, the year before or for several years for winter yarding. The conclusion was that the site was not significant winter deer habitat.” (really!?! – look at the dates on the above photos with the snow on the ground). The Vendor of the proposed site, an avid hunter, has boasted that he has always hunted deer there and has taken over 80 deer to date.

We have called our Councillor to obtain information as well as her input, but have not received a call back from her. So, we are working at a bit of a disadvantage, but here are our objections to the proposed change to the City of Kawartha Lakes Official Plan:

- We purchased our property (adjacent to the one under application for land use designation change) based on the information provided in the City of Kawartha Lakes Official Plan (2012) – the land use and natural features designations for our property and those around us.
- Had the property to the west of us been designated with a land use that permitted construction of such a high density facility as this hotel and conference centre, we would **NEVER** have bought this property and invested so much effort in improving it. The construction of this hotel and conference centre will significantly impair the enjoyment of our property – so much for the views, privacy and



quiet! Because of our location with respect to the property to the west of us, we will be looking right down onto these facilities from our hill 130 feet above them. We will see all of the lights and hear every wedding (with up to 550 guests at a time ), as well as all of the vehicles leaving in the early hours of the morning (more lights, car door slamming and honking, etc).

- Approval of the land use designation to allow a hotel and conference centre will likely push much of the abundant local wildlife away from the area for good.
- Such a dense land use, without City water and sewer services, has potential to impact the quality and quantity of water in our nearby well.
- We are concerned that our property value will be significantly lessened should this project go ahead, as a result of the loss of the very things that attracted us to it, namely the views, privacy and quiet rural nature.

We ask all members of council to ask themselves this question:

- Would you agree to allow a land use designation change to enable a 50 room hotel and conference centre (3 weddings simultaneously with up to 550 guests!) to be built within earshot and eyeshot of your property? With the amount of activity – this is equivalent to a very large subdivision moving in next door!

It will be so disappointing and heartbreaking to see a beautifully wild and natural area such as this property invaded and transformed, by a family business from outside of the community, into their dream of financial reward. We should be protecting rural farmland like this, not creating wedding theme parks out of it.

We urge you, in the strongest way possible, to deny this application and preserve the official plan that has been in place for only four years now, which specifically prohibits this type of use. Once these natural areas are developed, they will never return to their natural state, and will be lost forever to local residents.

Randy Chamberlain and Donna Querengesser  
241 Mt. Nebo Road

# The Corporation of the City of Kawartha Lakes

## Planning Committee Report

Report Number PLAN2016-017

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**Date:** March 9, 2016

**Time:** 1:00 p.m.

**Place:** Council Chamber

**Public Meeting**

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**Ward Community Identifier:** Ward 11 - Lindsay

**Subject:** Applications to amend the Lindsay Official Plan (D01-16-003) and Zoning By-law (D06-16-010) to permit additional uses on the property identified as 449 Kent Street West, Lindsay (LINDBROOK DEVELOPMENTS INC.).

**Author/Title:** Ian Walker, Planner II

**Signature:** 

### Recommendations:

**RESOLVED THAT** Report PLAN2016-017, respecting Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay, "LINDBROOK DEVELOPMENTS INC. – Applications D01-16-003 & D06-16-010", be received;

**THAT** unless information becomes available at the Public Meeting that raises issues not already addressed by this report, that the proposed Official Plan Amendment, substantially in the form attached as Appendix "C" be referred to Council for adoption and that the necessary by-law be passed;

**THAT** unless information becomes available at the Public Meeting that raises issues not already addressed by this report, that the zoning by-law amendment, substantially in the form attached as Appendix "D" be referred to Council for adoption;

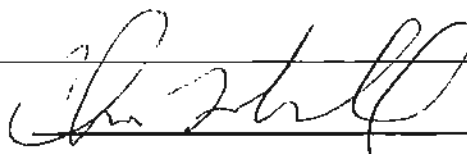
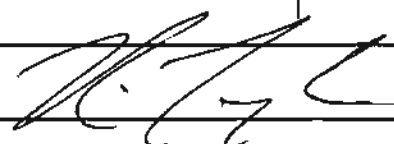
**THAT** the Mayor and Clerk be authorized to execute any documents required by the approval of this application; and

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**Department Head:**

**Corporate Services Director / Other:**

**Chief Administrative Officer:**

**THAT** pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, as amended, the Council having considered the revisions to the draft By-law to increase the maximum floor area per use for the small scale office use from 500 sq. m. to 600 sq. m., deems no further public notice to be necessary.

## **Background:**

The applicant has submitted an application to amend the “General Commercial” designation policies and the “General Commercial (GC) Zone” category in order to permit a small scale Medical Clinic use; a small scale office use, a retail establishment for the sale of telecommunications and devices; and an establishment for mail and parcel delivery, in addition to the existing permitted uses on the lot.

Owner:	Lindbrook Developments Inc. c/o Powers Property Group
Applicant:	Kevin M. Duguay Community Planning and Consulting Inc.
Legal Description:	Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay
Designation:	General Commercial, Town of Lindsay Official Plan
Zone:	General Commercial (GC) Zone on Schedule ‘A’ of the Town of Lindsay Zoning By-law No. 2000-75
Lot Area:	2.1 ha. [5.11 ac. – MPAC]
Site Servicing:	Municipal sanitary sewer, storm sewer and water supply
Existing Uses:	Commercial plaza
Adjacent Uses:	North: Kent Street West/Institutional (Courthouse, OPP) East: Commercial (Restaurant) South: Vacant Land / Employment West: Vacant Land / Commercial

## **Rationale:**

The property is located on the south side of Kent Street West, near the intersection of Highway 35 and Kent Street West, Lindsay. The Site Plan Agreement for the subject lot was registered November 14, 2013, and an amendment to the Agreement was registered on October 22, 2014. The office/retail building has been constructed, and the applicant is now seeking additional uses, in order to attract tenants to occupy the building. While the General Commercial designation and the GC Zone permits a range of commercial uses, they do not permit medical clinics, office uses, retail establishments for the sale of telecommunications and devices, or mail and parcel delivery uses. Amendments to the Official Plan (OP) and Zoning By-law are necessary to include these additional uses, as they are not currently permitted uses by the respective General Commercial designation or GC Zone requirements.

The applicant has submitted the following reports and plans in support of the application, which have been circulated to various City Departments and commenting Agencies for review.

1. Planning Justification Report prepared by Kevin M. Duguay Community Planning and Consulting Inc., dated January 25, 2016. The report discusses and assesses the proposal in context of the 2014 Provincial Policy Statement, Growth Plan, the Council adopted and appealed City of Kawartha Lakes Official Plan (Lindsay Secondary Plan), and the Town of Lindsay Official Plan.
2. Site Plan Revision 8 prepared by Kohn Partnership Architects Inc., dated April 16, 2015. The Plan outlines the existing development on the lot.
3. Floor Plan prepared by Kohn Partnership Architects Inc., not dated.

Staff has reviewed the Planning Justification Report in support of the official plan and zoning by-law amendments.

### **Provincial Policies:**

#### **Growth Plan for the Greater Golden Horseshoe, 2006:**

The Growth Plan (GP) provides that growth should be directed towards settlement areas, and the majority of growth will be accommodated through intensification. The lot is located within the Lindsay settlement area. Section 2.2.2.1 directs accommodating population and employment growth by directing a significant portion of new growth to the built-up areas; encouraging cities and towns to develop as complete communities with a diverse mix of land uses; easy access to local stores and services; and planning and investing for a balance of jobs and housing to reduce the need for long distance commuting. These applications serve to permit additional uses and attract employment opportunities.

Therefore, these applications conform to the policies of the GP.

#### **Provincial Policy Statement, 2014 (PPS):**

The Provincial Policy Statement (PPS) provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. Section 1.1.1 directs that healthy, liveable and safe communities shall be sustained by promoting efficient development and land use patterns which sustain the financial well-being of municipalities over the long term; avoiding land use patterns which may cause environmental or public health safety concerns; and promoting cost-effective development patterns. Section 1.1.3 directs settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

The subject lot is not within or adjacent to any natural heritage features, and the existing building subject to the proposed uses is not located within any natural hazards, as identified in Section 3.1 of the PPS.

Therefore, these applications are consistent with the PPS.

### **Official Plan Conformity:**

The lot is designated Commercial in the Lindsay Secondary Plan (LSP), which was approved by Council on December 8, 2015. The LSP, along with the City's 2012 Official Plan (OP), are currently subject to appeal to the Ontario Municipal Board (OMB). Therefore, the former Town of Lindsay Official Plan (Lindsay OP) designation of General Commercial applies to this property. The use of land in the Commercial designation of the LSP includes a broad range of commercial uses, for which the proposed policy amendment to the Lindsay OP would not be required. Due to the outstanding appeals, the policies of the Lindsay OP apply.

The General Commercial designation in the Lindsay OP includes retail establishments and commercial uses that are destination-oriented or intended to serve the travelling public, and accommodates businesses which cannot utilize smaller commercial units due to the products and services they offer. These uses are not predominantly located in single structures. Uses include furniture, appliance and flooring establishments, garden centres, vehicle/marine sales/service, and eating establishments, or other similar uses. Office uses are not permitted in this designation. This designation requires compatibility with surrounding uses and adequate buffering from adjacent sensitive land uses. There are currently no sensitive land uses present or proposed on the abutting properties.

Adequate off-street parking is provided, and access to the site is via arterial roads. The proposal to establish new retail uses does not exceed 3,000 sq. m., therefore a Retail Market Analysis Study is not required. Policy 4.3.5.3 a) of the Lindsay OP permits a medical clinic use on the property at 86 Angeline Street South; Policy 4.3.5.3 e) permits an office use, and in particular, a medical office/clinic and lab with ancillary uses on Block 16 of Plan 57M-782. This application proposes a similar Special Policy which will permit a small scale medical clinic use, a small scale office use, a retail establishment use for the sale of telecommunications and devices, and an establishment for mail and parcel delivery. There are no land use compatibility issues associated with the existing and proposed uses.

### **Zoning By-Law Compliance:**

The subject land is zoned "General Commercial (GC) Zone" in the Town of Lindsay Zoning By-law 2000-75. The existing buildings, parking, and landscaping comply with the requirements of the Zoning By-law. As previously noted, a Site Plan agreement has been registered for this development. The applicant has submitted a Zoning By-law Amendment application for consideration. The application proposes an exception zone category to implement the proposed Official Plan Amendment, by adding four (4) additional permitted uses for this property: a small scale medical clinic use subject to a maximum floor area of 200 sq. m. per unit, to a total maximum of 400 sq. m. for the use; a small scale office use subject to a maximum floor area of 600 sq. m. per unit, to a total maximum of 700 sq. m. per use; a retail establishment for the

sale of telecommunications and devices, to a maximum of 150 sq. m. per unit; and an establishment for mail and parcel delivery, to a maximum of 150 sq. m. per unit. The application was amended on February 23, 2016, to request the maximum floor area of 600 sq. m. per unit for the small scale office use, whereas the original application requested 500 sq. m. Staff consider this change as minor, as the total floor area for the use has not changed.

<b>Proposed Use (Type)</b>	<b>Maximum Floor Area per Unit (sq. m.)</b>	<b>Maximum Floor Area Total (sq. m.)</b>
Medical Clinic	200.0	400.0
Office	600.0	700.0
Telecommunications	150.0	
Mail and Parcel Delivery	150.0	

As per Recommendation #5 noted above, a minor revision to the zoning by-law is necessary to increase the maximum floor area for the small scale office use from 500 sq. m. per use to 600 sq. m. per use, to a total maximum of 700 sq. m. The original provision was included in the public notice, however the applicant has requested the minor change. Planning staff considered this change minor and recommend that no further public notice is necessary, as the intent and purpose of the zoning by-law amendment is not altered as a result of the modification.

These applications comply with all other relevant provisions of the Zoning By-law.

### **Other Alternatives Considered:**

No other alternatives have been considered.

### **Financial Considerations:**

There are no financial considerations unless Council's decision to adopt or its refusal to adopt the requested amendments are appealed to the Ontario Municipal Board. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

### **Relationship of Recommendations To Strategy Map:**

The City's Strategy Map outlines Council's Vision of a Community Pursuing Prosperity, Quality of Life and a Healthy Environment. These applications align with the prosperity priorities in that they expand the employment base.

### **Review of Accessibility Implications of Any Development or Policy:**

There are no accessibility implications for the City.

### **Servicing Comments:**

The lot is connected to full municipal services within the Lindsay municipal service area.

### **Consultations:**

Notice of this application was circulated to persons within a 120 metre radius, agencies, and City Departments which may have an interest in the application. To date we have received the following comments:

#### Agency Review Comments:

February 18, 2016 – The Community Services Department advised that it has no comments or concerns with respect to the applications.

February 22, 2016 – The Engineering and Assets Department advised that it has no objection or comments with respect to the applications.

February 23, 2016 – The Ministry of Transportation (MTO) advised that it has no concerns or comments with respect to the applications. If the south portion of the property is proposed for development in the future, an MTO building and land use permit will be required. MTO site plan requirements will be provided once the scope of the work is known.

### **Development Services – Planning Division Comments:**

The appropriate background studies have been submitted to support the proposed amendments to the Official Plan and Zoning By-law. These studies have been circulated to the appropriate Agencies and City Departments for review and comment. The applications conform to the Growth Plan and are consistent with the 2014 Provincial Policy Statement. Conformity with the Lindsay Secondary Plan as approved by Council on December 8, 2015 has been demonstrated, and conformity with the Town of Lindsay Official Plan has also been demonstrated. Staff support the request to include a Special Policy in the Lindsay Official Plan. The rezoning will ensure the subject land complies with the Zoning By-law. All other zoning provisions within the General Commercial Zone will be maintained.

### **Conclusion:**

Staff support the applications based on the information contained in this report and the comments received as of February 24, 2016. Provided that no additional information is raised at the Public Meeting that would alter the recommendations contained in this report, Staff respectfully recommends that the proposed Official Plan Amendment and Zoning By-law Amendment applications be referred to Council for APPROVAL.



## Attachments:

### Appendix 'A' – Location Map



PLAN2016-017  
Appendix A.pdf

### Appendix 'B' – Site Plan – dated April 16, 2015; Floor Plan – not dated



PLAN2016-017  
Appendix B.pdf

### Appendix 'C' – Draft Official Plan Amendment



PLAN2016-017  
Appendix C.pdf

### Appendix 'D' – Draft Zoning By-law Amendment



PLAN2016-017  
Appendix D.pdf

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<b>Phone:</b>	705-324-9411 ext. 1368 or 1-888-822-2225 ext. 1368
<b>E-Mail:</b>	<a href="mailto:iwalker@city.kawarthalakes.on.ca">iwalker@city.kawarthalakes.on.ca</a>
<b>Department Head:</b>	Chris Marshall, Director, Development Services
<b>Department File:</b>	D01-16-003 & D06-16-010

HHIGHWAY 35



**'Wilson Fields'**

APPENDIX " A "  
to  
REPORT PLAN2016-017  
D01-16-003  
FILE NO. D06-16-010

ST JOSEPH ROAD

THORNHILL RD

**'LINDSAY'**

**'Loblaws'**

**KENT STREET WEST**

**SUBJECT  
LAND**

McLAUGHLIN ROAD

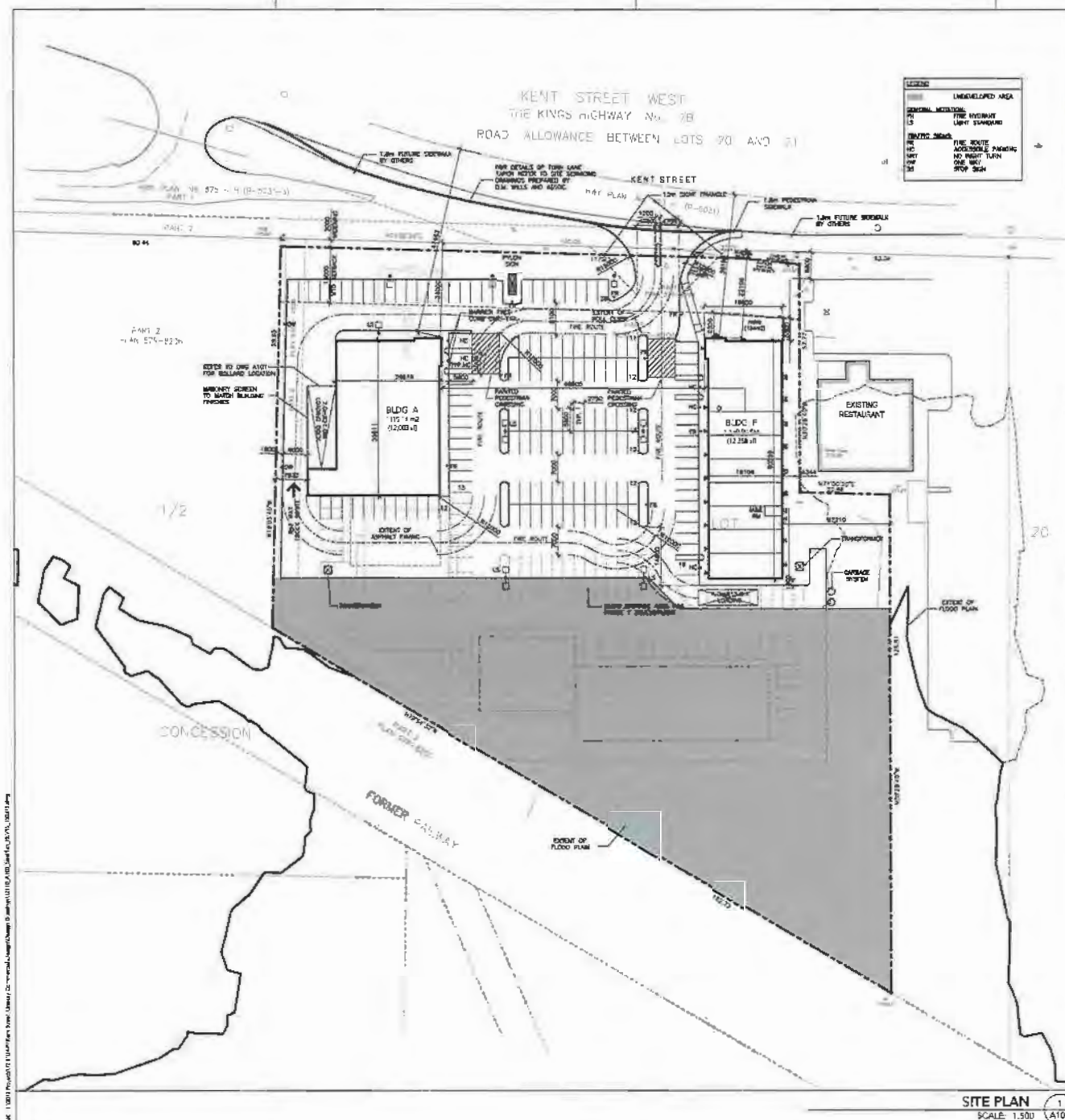
COMMERCE ROAD

**'Lindsay Square'**

COMMERCE PL

MOOSE ROAD

GREENFIELD RD.



KEY MAP		
SITE STATISTICS		
ZONING DESIGNATION: LOT AREA:	GENERAL COMMERCIAL (G) 21,508.73m <sup>2</sup> (5.19 acres) 100.05m	
BUILDING INFO	M <sup>2</sup>	SF
BUILDING 'A': BUILDING 'B':	1,115.14 7,152.97	12,023 77,382
GROSS FLOOR AREA:	2,268.04	24,391
COVERAGE	2,268.04	24,391 (1.0 F.A.)
FLOOR SPACE INDEX	0.109	
PARKING	REQUIRED	PROVIDED
STALL DIMENSION: ACCESSIBLE STALL DIM: DRIVE AISLE WIDTH	2.75m x 5.5m 5.00m x 3.5m 7.0m	2.75m x 5.5m 3.00m x 5.5m 7.0m
GENERAL: COMMERCIAL: (1) RETAIL (2) DINING EATING ESTABLISHMENT: (3) SERVICE (4) VEHICLE	98 29	98 26
PARKING (V) MTO R.O.W.	0	26
PARKING TOTAL:	107	173
ACCESSIBLE STALL COUNT:	5	5
NOTE: PARKING PROVIDED IN MTO R.O.W. IS NOT PERMITTED TO COUNT AGAINST ZONING REQUIREMENTS		
LANDSCAPE	REQUIRED	PROVIDED
FRONT YARD: REAR YARD: SIDE YARD	1.5m 1.5m 1.5m	6.5m 1.5m 1.5m
LANDSCAPE AREA:	7,957.41m <sup>2</sup> (6.31 AC) + 3,859.45m <sup>2</sup> UNDEVELOPED, OPEN SPACE (SHOWN IN SHADES)	
SURVEY INFORMATION		
PART OF WEST 1/2 LOT 20 CONCESSION 4 GEOGRAPHIC TOWNSHIP OF OPS CITY OF GOWANARA LAKES		
PREPARED BY CDE, FISHER, CAMERON ONTARIO LAND SURVEYORS 257 CENT STREET UNDAVAY, ON T1G0S 3E4-4J3 F: (905) 374-8402		

Kohn

1400 Speer Avenue, Suite 501, Denver, CO 80202  
Tel: 303.733.0700, Fax: 303.733.0701

ALL DATA LISTED ARE GIVEN IN MILLIGAUSS UNLESS OTHERWISE SPECIFIED

[illegible]

The defendant denies all allegations that he is in possession of or has control of the Government's A-14 and has no intention of so disposing of the same. The defendant denies that he has any knowledge of the whereabouts of the A-14 and denies that he has any knowledge of the whereabouts of the A-14.

THE UNIVERSITY OF CHICAGO PRESS, 530 N. Dearborn Street, Chicago, IL 60610-5708, U.S.A. and 100 Brook Hill Drive, West Nyack, NY 10994-2133, U.S.A.

**COMPARISON**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

REPRINTS AND DISTRIBUTION: £60

No	Dem	Nome
1	14/02/21	BOLETTI GIANLUIGI - AFFIDATO
2	15/02/21	BOLETTI GIANLUIGI - AFFIDATO

3	200000	1000000 FOR LIFE PLAN 200000
4	300000	1500000 FOR LIFE PLAN 300000

1	ADULT	REFUSED *RATED FOR *ADULT
6	ADULT	REFUSED *RATED COMMENTS
7	ADULT	REFUSED *RATED PLAN APPROX.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIVED

JAN 25 2016

City of Kawartha Lakes

Development Services  
Planning Division

### Marketing Division

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PROJECT	TRJE	NO, NEW
NORTH	NORTH	

449 KENT STREET  
COMMERCIAL

COMMERCIAL  
POWERS DEVELOPMENT CORPORATION  
140 WEST 42ND STREET

Lindsay

## Quantity Takeoff

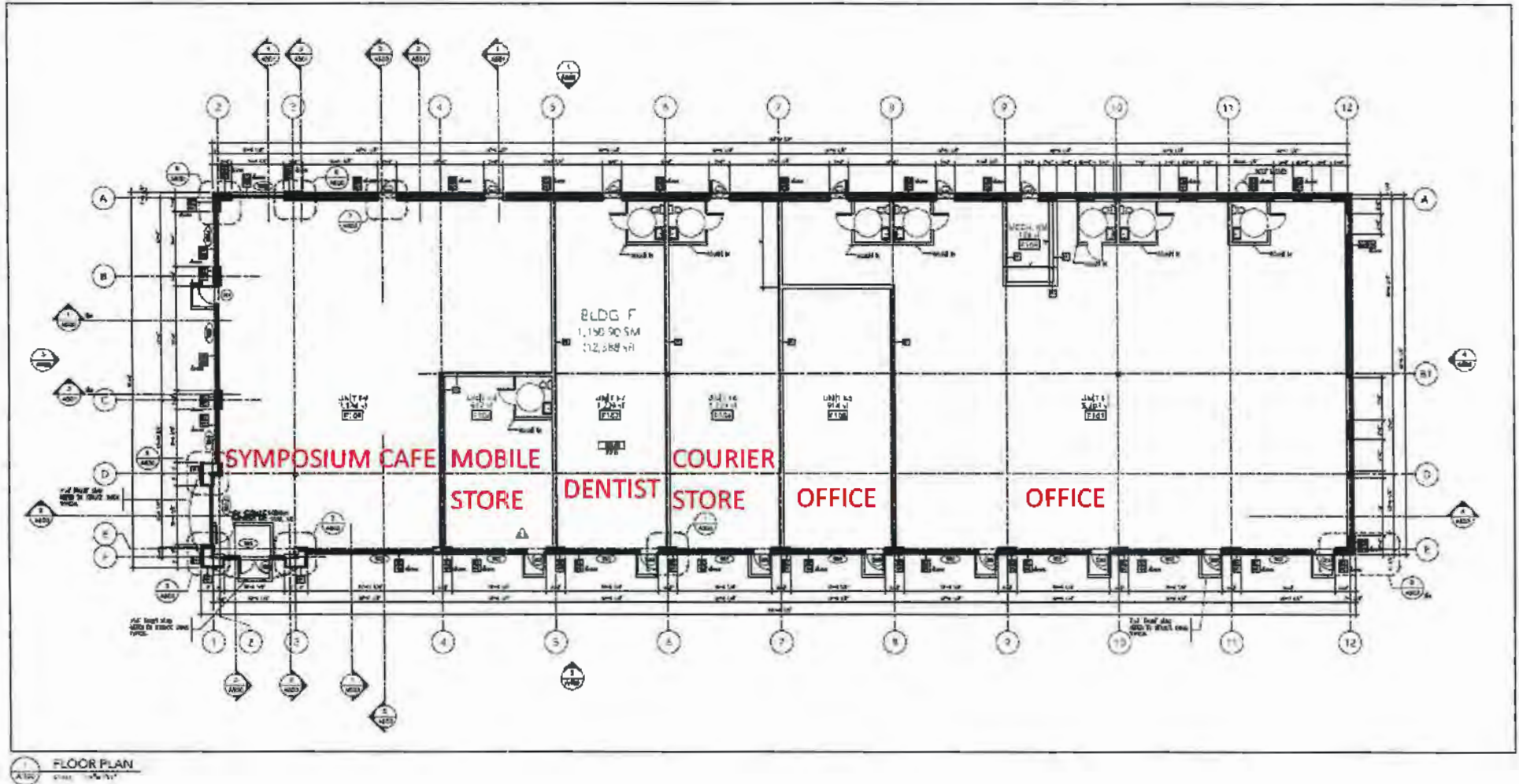
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 Page: 12

Apr 16, 2015 - 11:39am

A100

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## 449 KENT STREET—BUILDING F



THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2016 -

**A BY-LAW TO AMEND THE TOWN OF LINDSAY OFFICIAL PLAN TO RE-  
DESIGNATE LAND WITHIN THE CITY OF KAWARTHA LAKES**

[File D01-16-003, Report PLAN2016-017, respecting Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay, now City of Kawartha Lakes – LINDBROOK DEVELOPMENTS INC.]

Recitals:

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the Town of Lindsay Official Plan to include a Special Policy which permits small scale medical clinic, office, and retail uses on the property.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 49.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2016-\*\*\*.

**Article 1:00 Official Plan Amendment Details**

- 1.01 **Property Affected:** The Property affected by this By-law is identified as Part Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay, now City of Kawartha Lakes.
- 1.02 **Amendment:** Amendment No. 49 to the Town of Lindsay Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

**Article 2:00 Effective Date**

- 2.01 **Force and Effect:** This By-law shall come into force and take effect on the date it is finally passed, subject to the approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R. S. O. 1990, c. P.13.

By-law read a first, second and third time, and finally passed, this \*\* day of , 2016.

\_\_\_\_\_  
Andy Letham, Mayor

\_\_\_\_\_  
Judy Cumins, City Clerk

APPENDIX " C "  
to  
REPORT PLAN2016-017  
D01-16-003  
FILE NO. + D06-16-010

**AMENDMENT NO. 49 TO THE OFFICIAL PLAN FOR THE TOWN OF LINDSAY**

**PART A - THE PREAMBLE**

**A. PURPOSE**

The purpose of the official plan amendment is to create a special policy which permits additional uses on the property identified as 449 Kent Street West, in the General Commercial designation of the Town of Lindsay Official Plan. The land is also subject to an application for zoning by-law amendment.

The effect of the change is to create a special provision to permit small scale Medical Clinic, office, retail establishment for the sale of telecommunications and devices, and establishment for mail and parcel delivery uses on the property.

**B. LOCATION**

The subject site has an area of approximately 2.1 hectares and is located on the south side of Kent Street West in the former Town of Lindsay, now City of Kawartha Lakes. The subject property is located in a developing commercial area with institutional uses. The property is currently developed with two free-standing commercial buildings and associated on-site parking.

The land is described as Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay, now City of Kawartha Lakes and identified as 449 Kent Street West.

**C. BASIS**

Council has enacted this official plan amendment in response to an application submitted by Kevin M. Duguay Community Planning and Consulting Inc. on behalf of Lindbrook Developments Inc. to permit the additional uses in the buildings on the existing lot. It is intended that a special policy be incorporated into the Town of Lindsay Official Plan to facilitate a concurrent site-specific zoning by-law amendment to permit the additional uses.

The land is designated General Commercial on Schedule "A" of the Town of Lindsay Official Plan. The land is also subject to an application for zoning by-law amendment.

The proposed development and amendment to the Town of Lindsay Official Plan are justified and represent good planning for the following reasons:

1. The proposed development conforms to relevant provincial policy documents being the Growth Plan for the Greater Golden Horseshoe and is consistent with the Provincial Policy Statement.
2. The proposed development conforms to the goals and objectives of the General Commercial designation as set out in the Town of Lindsay Official Plan.
3. The site concept is compatible and integrates well with the surrounding area.
4. The applicant has submitted background reports to demonstrate the appropriateness of the proposed development with respect to servicing and the protection of the environment.

## **PART B - THE AMENDMENT**

### **D. INTRODUCTORY STATEMENT**

All of this part of the document entitled Part B - The Amendment, consisting of the following Map 'A' and text constitutes Amendment No. 49 to the Official Plan for the Town of Lindsay.

### **E. DETAILS OF THE AMENDMENT**

1. The Official Plan for the Town of Lindsay is hereby amended to add the following subsection:

#### **4.3.5.3 Special Provisions**

- f) On land designated General Commercial, known as 449 Kent Street West, and described as Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, Town of Lindsay (formerly Township of Ops), now in the City of Kawartha Lakes, the list of permitted uses shall include small scale Medical Clinic uses, small scale office uses, retail establishments for the sale of telecommunications and devices, and establishments for mail and parcel delivery.
2. Schedule 'A' of the Town of Lindsay Official Plan is hereby amended by inserting a note that the lot is subject to Policy 4.3.5.3 f) of the Official Plan, as shown on Map 'A' as 'SUBJECT LAND'.

### **F. IMPLEMENTATION AND INTERPRETATION**

The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the Official Plan.



THE CORPORATION OF THE CITY OF

# KAWARTHA LAKES

Map 'A' to Amendment No. 49  
to the Town of Lindsay Official Plan





# THE CORPORATION OF THE CITY OF KAWARTHA LAKES

## BY-LAW 2016 -

### A BY-LAW TO AMEND THE TOWN OF LINDSAY ZONING BY-LAW NO. 2000-75 TO REZONE LAND WITHIN THE CITY OF KAWARTHA LAKES

[File D06-16-010, Report PLAN2016-017, respecting Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay, identified as 449 Kent Street West – LINDBROOK DEVELOPMENTS INC.]

#### Recitals:

1. Section 34 of the *Planning Act* authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit additional uses, including small scale medical clinic, office, and retail uses on the subject land.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2016-\_\_.

#### Section 1:00 Zoning Details

**Property Affected:** The Property affected by this by-law is described as Part of Lot 20, Concession 4, 57R-8206, Part of Part 1, former Town of Lindsay, City of Kawartha Lakes.

- 1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 16.3:

#### 16.3.13 GC-S12 Zone

Notwithstanding the permitted uses and zone requirements for the GC zone, on land zoned GC-S12, the following uses shall also be permitted:

- a. Small scale Medical Clinic uses with a maximum gross leasable floor area of 200 m<sup>2</sup> per unit, to a maximum gross leasable floor area of 400 m<sup>2</sup> for all units;
- b. Small scale office uses with a maximum gross leasable floor area of 600 m<sup>2</sup> per unit, to a maximum gross leasable floor area of 700 m<sup>2</sup> for all units;
- c. Retail establishment for the sale of telecommunications and devices, with a maximum gross leasable floor area of 150 m<sup>2</sup> per unit; and
- d. Establishment for mail and parcel delivery, with a maximum gross leasable floor area of 150 m<sup>2</sup> per unit.

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category from the General Commercial (GC) Zone to the General Commercial Special Twelve (GC-S12) Zone for the land referred to as 'GC-S12', as shown on Schedule 'A' attached to this By-law.

#### Section 2:00 Effective Date

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the *Planning Act*.

By-law read a first, second and third time, and finally passed, this \*\* day of \*\*\*, 2016.

Andy Letham, Mayor

Judy Currins, City Clerk

APPENDIX D  
to  
REPORT PLAN2016-017  
D01-16-003  
FILE NO. \*D06-16-010

THE CORPORATION OF THE CITY OF

# KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW \_\_\_\_\_ PASSED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

**HIGHWAY 35**



**'Wilson Fields'**

**'LINDSAY'**

**'Loblaws'**

**KENT STREET WEST**

**GREENFIELD RD.**

**GC-S12**

**McLAUGHLIN ROAD**

**COMMERCE ROAD**

**MOOSE ROAD**

# The Corporation of the City of Kawartha Lakes

## Planning Committee Report

Report Number PLAN2016-020

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**Date:** March 9, 2016

**Time:** 1:00 p.m.

**Place:** Council Chambers

**(Public Meeting)**

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**Ward Community Identifier: 5 - Fenelon**

**Subject:** An application to remove the Holding (H) symbol from the Township of Fenelon Zoning By-law 12-95 to change the "Highway Commercial Exception Six (C2-6) (H) Holding Zone" to "Highway Commercial Exception Six (C2-6) Zone which will be amended to also permit a towing facility. The property is known as 317 Ranchers Road and legally described as Part of Lot 14, Conc. 7, being Part 3, 57R-6073, Geographic Township of Fenelon, now in the City of Kawartha Lakes (TOW-ALL INC.)

**Author:** Mark LaHay, Planner II

**Signature:** 

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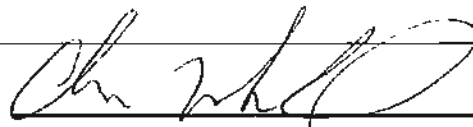
### Recommendation(s):

**RESOLVED THAT** Report PLAN2016-020, respecting Part of Lot 14, Conc. 7, Part 3, 57R-6073, geographic Township of Fenelon, identified as 317 Ranchers Road, Application D06-16-011 be received; and

**THAT** the application respecting the proposed Amendment to the Township of Fenelon Zoning By-law, be referred back to staff for further review and until such time as all comments have been received from all circulated Agencies and City Departments and that any comments and concerns, have been addressed.

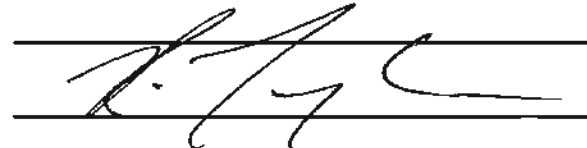
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**Department Head:**



**Corporate Services Director / Other:**

**Chief Administrative Officer:**



## **Background:**

Proposal:	This application proposes to remove the Holding (H) Symbol from Schedule "A" of the Township of Fenelon Zoning By-law 12-95 and amend the Zoning By-law to allow the uses permitted by the C2-6 Zone and also permit a towing facility consisting of an office and garage for tow trucks and outdoor storage associated with the business.
Legal Description:	Part of Lot 14, Concession 7, Part 3, 57R-6073, geographic Township of Fenelon
Official Plan:	"Highway Commercial" in the City of Kawartha Lakes Official Plan
Zoning:	"Highway Commercial Exception Six Holding (C2-6(H)) Zone" in the Township of Fenelon Zoning By-law 12-95.
Site Size:	1.27 ha. (3.14 ac.) - MPAC
Existing Uses:	Vacant commercial land
Adjacent Uses:	North: Rural Residential East: Ranchers Road/Agricultural South: Highway Commercial/Agricultural West: Highway 35/Agricultural

## **Rationale:**

The property is identified as 317 Ranchers Road, with frontage on Highway 35 and Ranchers Road in the geographic Township of Fenelon (see Appendix 'A'). Access to the property will only be from Ranchers Road. A copy of the Site Grading and Drainage Plan illustrating the layout of the proposal is attached as Appendix "B" to this report.

Given that the current zoning does not permit the proposed use, the zoning needs to be amended to remove the holding symbol to permit a towing facility consisting of an office, garage for tow trucks and outdoor storage associated with the operation of the business. The holding symbol restricts the permitted uses to existing uses of the property and a tree or garden nursery with no buildings or structures.

## **Supporting Documents**

The applicant has submitted the following documents and plans in support of the application, which has been circulated on February 12, 2016 to various City Departments and commenting agencies for review.

1. Application Letter prepared by M.V. Wilson Engineering dated December 16, 2015. The letter discusses the proposal and provides site context and as well as the need for the proposed rezoning.

2. Conceptual Site and Grading Plan Layout prepared by M.V. Wilson Engineering, dated December 8, 2015.
3. Stormwater Management Report, prepared by M.V. Wilson Engineering, dated November 20, 2015.
4. Septic Design, prepared by Cambiam Inc., dated December 2014.

**Provincial Policies:**

**Growth Plan for the Greater Golden Horseshoe (Growth Plan):**

The location of the subject land conforms with the policies of Section 2.2.9 of the Growth Plan for Rural Areas where development outside of settlement areas is permitted by Section 2.2.2.1(i) related to rural land uses.

The proposed development is a rural based commercial use that relies on its rural location to serve its business interests. The rural location also provides sufficient space for temporary storage of towed vehicles and affords adequate spatial separation from other uses.

**Provincial Policy Statement (PPS):**

The Provincial Policy Statement provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. The application is consistent with the PPS, as prescribed in the following sections:

Section 1.1.1(a) and (e) promotes efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term and promotes cost-effective development patterns and standards.

Section 1.1.5.2 pertaining to rural lands states that permitted uses and activities shall relate to the management or use of resources, resource-based recreational activities, limited residential development and other rural land uses. As previously noted, the proposed towing facility is a rural commercially based land use that intends to utilize a rural setting with sufficient land area for the proposed use.

Section 1.1.5.4 promotes development that is compatible with the rural landscape and can be sustained by rural service levels. The proposed towing facility in the location proposed is compatible with adjacent development and does not require any additional infrastructure.

Section 2.1 Wise Use and Management of Resources – There are no identified significant natural heritage features that will be negatively impacted on or immediately adjacent to the subject land.

Section 3.1 Natural Hazards – Development would not be occurring in an area of Natural Hazards as there are no known natural hazards as the subject land is not adjacent to any identified watercourse.

**Official Plan:**

The property is designated "Highway Commercial" in the City of Kawartha Lakes Official Plan, and as such, the concept of this type of commercial development has been established.

Section 21.2.1 permits the proposed use as it would be considered similar in nature and scale to a motor vehicle service station and therefore would be permitted in the Highway Commercial designation. The proponent advises that this location, being adjacent to a Provincial Highway, is easily accessible and ideal for providing towing services for the local areas of Fenelon Falls, Cobocok and Lindsay. As access will not be from Highway 35, conflict with through traffic is minimized.

It would appear that the subject land has sufficient lot area for the provision of required individual services.

The proposed rezoning application generally conforms to the policies of the Official Plan.

**Zoning By-Law:**

The subject land is currently zoned "Highway Commercial Exception Six Holding (C2-6)(H) Zone", in the Township of Fenelon Zoning By-law 12-95. This zone currently permits only the following uses:

- a) existing uses, forestry or conservation uses exclusive of buildings or structures
- b) tree or garden nursery with no buildings or structures

This amendment will permit the current permitted uses of the Highway Commercial (C2) Zone with the exception of a restaurant, hotel, motel or motor hotel and will add a towing facility as a permitted use. Therefore, the uses permitted in the C2-6 zone would effectively include:

- a) Animal Hospital or Veterinary Clinic
- b) Bed and Breakfast Establishment
- c) Motor vehicle sales establishment, motor vehicle service station, motor vehicle fuel bar, dry-land marina
- d) Recreational establishment
- e) Retail sales establishment, within a wholly enclosed building, for:
  - i. furniture, home furnishings and home decorating
  - ii. supplies
  - iii. major appliances
  - iv. recreational equipment
  - v. garden and nursery supplies
  - vi. farm, business or institutional equipment and
  - vii. machinery
  - viii. arts, crafts, antiques

- f) Retail sales and service establishment, with outside display or storage, for:
  - i. motor vehicles, marine and recreational vehicles and accessories, trailers, boats and motorized snow vehicles
  - ii. building and home improvement supplies
- g) Tourist Information Centre
- h) One dwelling unit as part of a building containing another permitted use
- i) Towing facility (proposed)

The C2-6 zone also has site specific lot and yard provisions. In addition, it would be subject to having no more than one outdoor storage area per lot which shall be one contiguous area with clearly visible boundaries as identified through the use of fencing or a change in landscaping treatment. An outdoor storage area will also be subject to all yard and setback provisions of the C2-6 Zone.

As the subject land is an existing lot of less than 4 ha., the zoning by-law does not require Minimum Distance Separation (MDS) calculations.

The proposed introduction of a towing facility is consistent with the permitted uses of the C2-6 zone and given its proposed building and parking layout location on the southerly portion of the lot and its proximity to existing highway commercial uses to the south, it is compatible with the surrounding uses.

### **Other Alternatives Considered:**

No other alternatives have been considered.

### **Financial Considerations:**

There are no financial considerations unless Council's decision to adopt, or its refusal to adopt the requested amendment, is appealed to the Ontario Municipal Board. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

### **Relationship of Recommendations To Strategic Priorities:**

The City's Strategy Map outlines Council's Vision of a Community Pursuing Prosperity, Quality of Life and a Healthy Environment.

This application aligns with the prosperity priorities in that it promotes economic opportunities and business expansion.

### **Review of Accessibility Implications of Any Development or Policy:**

Any applicable accessibility matters will be addressed through the Building Permit application, if required.

## **Servicing Comments:**

The application proposes a private individual septic system and private individual well to service the proposed development.

## **Consultations:**

### Public Comments

Notice of this application was circulated to all properties within 500 metres, agencies, and City Departments which may have an interest in the proposed application. No written inquiries or comments have been received from the public at the writing of this report. To date we received the following comments:

### Agency Review Comments

The Building Division on February 12, 2016 advised they have no concerns at this time.

The Building Division – Sewage System Program on February 19, 2016 advised they have no concerns with the proposed rezoning. The applicant has provided a proposed sewage system design completed by Cambium Environmental, dated December 2014. The design incorporates a sewage flow for the proposed building of 2500L/day based on 2 water closets and 4 loading bay doors. The applicant has demonstrated that there is adequate space to install a sewage system that will meet the minimum standards of the Ontario Building Code to service the proposed building.

The Community Services Department on February 18, 2016 advised that they have no concerns or comments with respect to the application.

The Hiawatha First Nation on February 22, 2016 advised that the proposed project is deemed to have potential to impact Hiawatha First Nation's traditional territory and/or rights. They would like to be apprised of any updates, archaeological findings, and/or of any environmental impacts, should they occur.

The Ministry of Transportation (MTO) advised on February 23, 2016 that they have no concerns with the zoning as proposed. An MTO building & land use permit (and possibly sign permit) are required for the site. They are currently reviewing the Stormwater Management Report in more detail and will provide stormwater management and site plan related comments upon completion of their review.

At the time of writing of this report, comments from the Public Works Department and the Engineering and Assets Department remain outstanding.



### **Development Services – Planning Division Comments:**

The application conforms to the Growth Plan and is consistent with the Provincial Policy Statement. The application also conforms to the City of Kawartha Lakes Official Plan. The proposed use is appropriate for the size and location of the lot. As the subject land is proposed to be used as a towing facility with temporary outdoor storage for vehicles associated with the business, no negative impacts are anticipated from the proposed use.

At this time, comments have not been received from all circulated Agencies and City Departments. In accordance with the City's Official Plan, prior to the removal of a Holding Symbol, the City needs to ensure that the owner or applicant has satisfied all requirements identified by the municipality or any other agency having jurisdiction to address any concerns. Staff recommends that the application be referred back to staff until such time as all comments have been received from all circulated Agencies and City Departments and that any comments and concerns have been addressed.

### **Conclusions:**

In consideration of the comments and issues contained in this report, Staff respectfully recommends that the proposed Zoning By-law Amendment application be referred back to staff for further review and processing until such time as all comments have been received from all circulated Agencies and City Departments and that any comments and concerns have been addressed.

### **Attachments:**



Appendix 'A'.pdf



Appendix 'B'.pdf

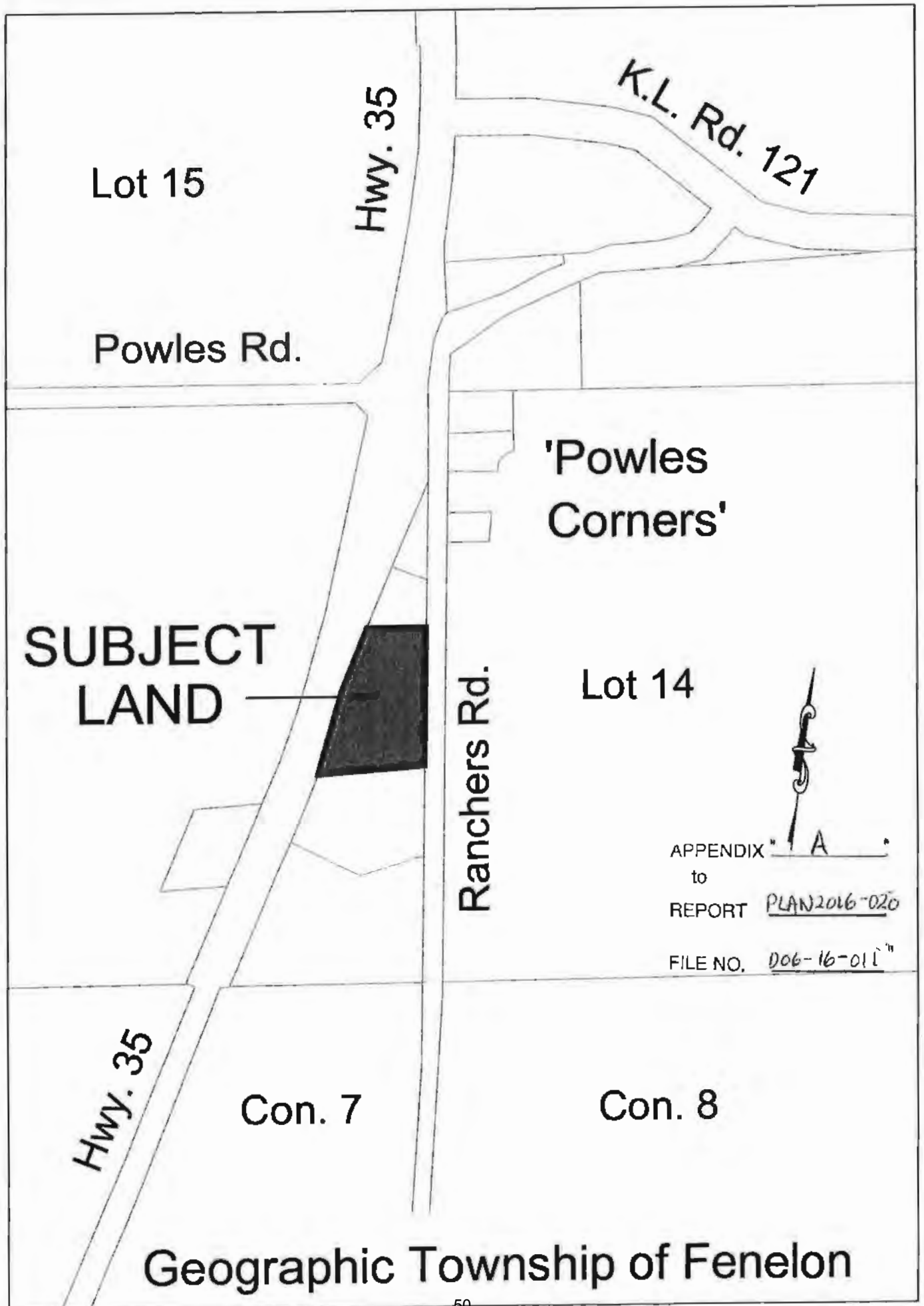


Appendix 'C'.pdf

Appendix "A" – Location Map  
Appendix "B" – Proposed Site Grading Plan  
Appendix "C" – Aerial Photo

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<b>Phone:</b>	705-324-9411 or 1-888-822-2225 ext. 1324
<b>E-Mail:</b>	<a href="mailto:mlahay@city.kawarthalakes.on.ca">mlahay@city.kawarthalakes.on.ca</a>
<b>Department Head:</b>	Chris Marshall
<b>Department File:</b>	D06-16-011



APPENDIX "A"  
to  
REPORT PLAN 2016-020  
FILE NO. 006-16-011"

Geographic Township of Fenelon





## 317 Ranchers Road (Fenelon)



### Legend

- Road Centreline
- Upper Municipalities
- Property ROLL#
- Lots and Concessions
- Wetlands**
  - Locally Significant Wetlands
  - Provincially Significant Wetlands
- Water Body**
  - Waterbodies
  - Unevaluated Wetlands
- Woodland
- Open\_Space
- CKL\_PSW
- CKL\_River\_Buff15m
- KRCA Regulated Areas

### Citations

APPENDIX C  
to  
REPORT PLAN2015-020  
FILE NO. D06-16-011

### Notes

Notes



0.30

Kilometers

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City Of Kawartha Lakes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES**

# The Corporation of the City of Kawartha Lakes

## Planning Report

Report Number PLAN2016-013

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**Date:** March 9, 2016

**Time:** 1:00 p.m.

**Place:** Council Chambers

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**Ward Community Identifier:** Ward 13

**Subject:** An application for Condominium Description Exemption for a 22 unit apartment building on land identified as 29 Lakewood Crescent, former Village of Bobcaygeon, now City of Kawartha Lakes.

**Author/Title:** Sherry L. Rea, Planning Coordinator

**Signature:** 

### Recommendation:

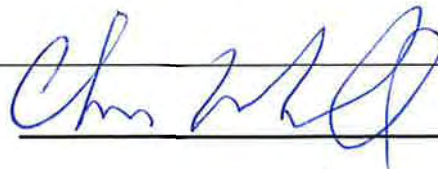
**RESOLVED THAT** Report PLAN2016-013, respecting Lot 59, RCP 564, former Village of Bobcaygeon, and identified as 29 Lakewood Crescent, Application No. D04-16-001, be received;

**THAT** the Application for Condominium Description Exemption filed by Greg Knight, on behalf of 1735549 Ontario Inc. for a 22 unit apartment building, be approved and adopted by Council; and

**THAT** the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

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**Department Head:**



**Corporate Services Director / Other:**

**Chief Administrative Officer:**



## Background:

Greg Knight, on behalf of 1735549 Ontario Inc. has filed an Application for a Condominium Description Exemption under c.19, s.9 (3) and (6) of the *Condominium Act*, S.O. 1998 for 29 Lakewood Crescent, former Village of Bobcaygeon, now City of Kawartha Lakes. The property is known as the Lakewood Condominiums and is developed with a two storey 22 unit apartment building together with parking shelters and access onto Lakewood Crescent. See Appendix "A" and "B" attached.

Owner: 1735549 Ontario Inc.

Applicant: Greg Knight

### Legal

Description: Lot 59, RCP 564, former Village of Bobcaygeon, now City of Kawartha Lakes.

Official Plan: Designated *Urban* on Schedule B of the Victoria County Official Plan.

Zone: Urban Residential Type Four Exception Eight (R4-S8) in the Village of Bobcaygeon Zoning By-law No. 16-78.

Total Area: 7,729.5 sq.m.

Site Servicing: Full urban services – water, sanitary sewer, storm sewer, streetlights, curb and gutter.

Existing Use: 22 unit apartment building.

Adjacent Uses: North, South and East - Residential  
West - Proposed Residential

## Rationale:

The subject land is located at the south east corner of Lakewood Crescent and Austin Boulevard in Bobcaygeon and is developed with a 22 unit apartment building known as the Lakewood Condominiums. Greg Knight, on behalf of 1735549 Ontario Inc. has filed an Application for a Condominium Description Exemption under c.19, s.9 (3) and (6) of the *Condominium Act*, S.O. 1998 to exempt the description of the Lakewood Condominiums from Sections 51 and 51.1 of the *Planning Act*, R.S.O. 1990, c.P.13. and allow for the registration of the Condominium Plan. The applicable Acts allow for exemptions provided that certain planning criteria are met such as conformity with the Official Plan and applicable Zoning By-law, the development has previously undergone a public consultation process under the *Planning Act* and the development has had the benefit of a comprehensive municipal review through a planning application such as Site Plan Approval.

The following was submitted in support of the request:

1. Draft Victoria Standard Condominium Plan prepared by Coe Fisher Cameron, a wholly owned subsidiary of J. D. Barnes Limited. See Appendix "C" attached.
2. Draft Victoria Standard Condominium Plan, Level 1 and Level 2, prepared by Coe Fisher Cameron, a wholly owned subsidiary of J. D. Barnes Limited. See Appendix "D" attached.
3. Draft Victoria Standard Condominium Plan, The Extent and Location of the Exclusive Use Portions of the Common Elements on Level 1, prepared by Coe Fisher Cameron, a wholly owned subsidiary of J. D. Barnes Limited. See Appendix "E" attached.
4. Copy of the Site Plan approved by former Director Taylor and dated December 1, 2014. See Appendix "F" attached.

## **Provincial Policies:**

### **Growth Plan for the Greater Golden Horseshoe (Growth Plan):**

The lands are identified as being in a *Settlement Area* in the Growth Plan for the Greater Golden Horseshoe 2006 (Growth Plan). Section 2.2.2 Managing Growth policies states that population and employment growth will be accommodated by directing development to *settlement areas*, and encouraging cities and towns to develop as *complete communities* with a diverse mix of land uses, a range and mix of employment and housing types, high quality public open space and easy access to local stores and services. The application conforms to the Growth Plan in that it allows for the registration of the Condominium Plan and the creation of the individual residential units.

### **2014 Provincial Policy Statement (PPS):**

Section 1.1.1 of the PPS provides that healthy, livable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate range and mix of residential, employment (including industrial and commercial), institutional, recreation, park and open space uses and other uses to meet long term needs;
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- d) promoting cost effective development patterns and standards to minimize land consumption and servicing costs; and
- e) improving accessibility for persons with disabilities and older persons by identifying, preventing and removing land use barriers which restrict their full participation in society.

The application has regard to the applicable policies in the PPS in that the development fronts a publically maintained road and represents compact residential development on full municipal services.

### **Servicing Comments:**

The Application for Condominium Description Exemption was circulated to Engineering and Assets and Public Works for review and comment. Both departments have indicated that they have no objection or comment based on the existence of a site plan agreement and engineering review.

### **Accessibility Implications:**

Any accessibility standards established in the Building Code were shown on the construction drawings as part of the application for a building permit and had to be approved by the City prior to the issuance of a building permit.

### **Consultations:**

No further consultations were undertaken as this time.

### **Development Services Planning Division Comments:**

Section 9 (3) and (6) of the *Condominium Act*, S.O. 1998 allows for Condominium Description Exemptions from Sections 51 and 51.1 of the *Planning Act*, R.S.O. 1990, c.P.13 provided that the following planning criteria are met:

#### **Conformity with the Official Plan and the applicable Zoning By-law**

The subject land is designated *Urban* in the County of Victoria Official Plan and zoned Urban Residential Type Four Exception Eight (R4-S8) in the Village of Bobcaygeon Zoning By-law No. 16-78. This is the appropriate land use designation and zone category for the development.

#### **The development has previously undergone a public consultation process under the *Planning Act***

The property was the subject of an application for rezoning (File No. D06-19-129) which was subject to the public consultation process under the *Planning Act*.

#### **The development has had the benefit of a comprehensive municipal review through a planning application such as Site Plan Approval:**

A Site Plan Agreement between the City and 1735549 Ontario Inc. was registered March 2, 2015 and receipted as KL96280. The City is in receipt of the appropriate securities to ensure completion of site works. See Appendix F attached.



The applicant has demonstrated that the above planning criteria have been met and that upon Council's approval of the application, the Certificate of Exemption may be signed by the Director and the Condominium Plan registered. This process provides for responsible, efficient and effective service delivery by avoiding unnecessary processing.

### **Other Alternatives Considered:**

No other alternatives were considered at this time.

### **Financial Considerations:**

There are no financial implications regarding Council's considerations respecting the approval or refusal of the 1735549 Ontario Inc. request. The decision to approve or refuse the application for Condominium Description Exemption cannot be appealed.

### **Relationship of Recommendation(s) To Strategic Priorities:**

The Application for Condominium Description Exemption does not directly impact or align with a specific Strategic Priority.

### **Conclusions:**

The applicant has demonstrated that the 22 unit apartment building has been the subject of appropriate planning applications, public consultation and municipal review that provide support for the request for a Condominium Description Exemption. Staff respectfully recommends that application be APPROVED.

### **Attachments:**

#### **Appendix "A" – Location Map**



Appendix 'A' -  
Location Map.pdf

#### **Appendix "B" – Draft Plan of Condominium**



Appendix 'B' - Draft  
Plan of Condominium

## Appendix "C" – Draft Victoria Standard Condominium Plan



Appendix 'C' - Draft  
Victoria Standard Con

## Appendix "D" – Draft Victoria Standard Condominium Plan, Level 1 and Level 2



Appendix 'D' - Draft  
Victoria Standard Con

## Appendix "E" – Draft Victoria Standard Condominium Plan, The Extent and Location of the Exclusive Use Portions of the Common Elements on Level 1



Appendix 'E' - Draft  
Victoria Standard Con

## Appendix "F" – Approved Site Plan



Appendix 'F' -  
Approved Site Plan.p

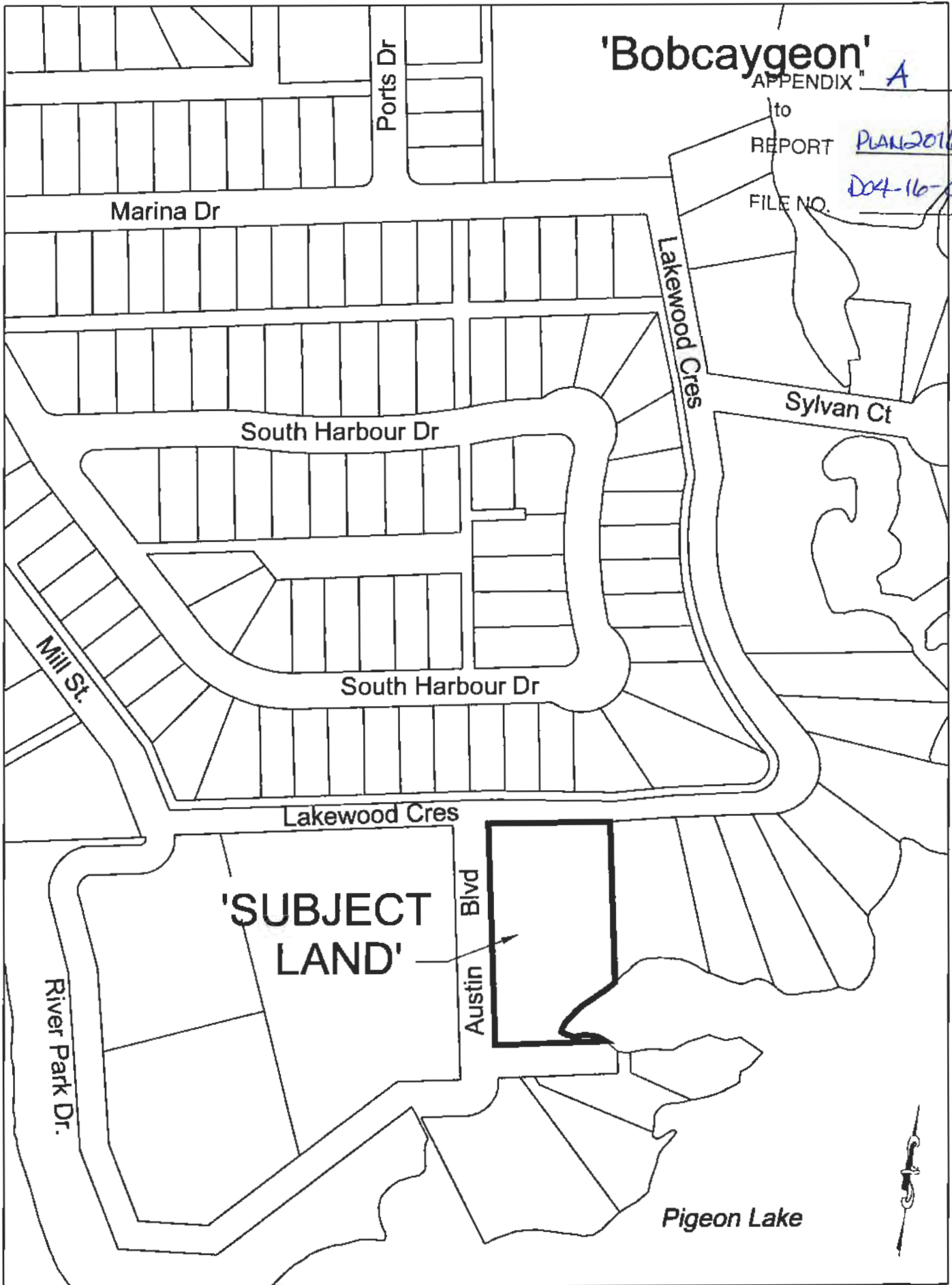
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**Phone:** 705.324.9411, ext. 1331 1.888.822.2225, ext. 1331

**E-Mail:** [srea@city.kawarthalakes.on.ca](mailto:srea@city.kawarthalakes.on.ca)

**Department Head:** Chris Marshall

**Department File:** D04-16-001



**'Bobcaygeon'**

APPENDIX **A**  
to  
REPORT **PLAN 2016-013**  
FILE NO. **D04-16-001**

**'SUBJECT  
LAND'**

Austin Blvd

Pigeon Lake



PLAN OF SURVEY OF  
**LOT 59**  
 REGISTRAR'S COMPILED  
 PLAN No. 564  
 CITY OF KAWARTHA LAKES  
 SCALE 1:250  
 COE FISHER CAMERON - 2013  
 METRIC SYSTEM - DIMENSIONS IN METERS

LEVEL 1

REPRESENTATIVE FOR THE LAND REGISTRATION

SURVEYOR'S CERTIFICATE

DECLARATION REGISTERED AS NO.

NOTES

LEGEND

LEGEND FOR UNIT BOUNDARIES

CERTIFICATE OF OBTAINMENT

1732549 ONTARIO INC

COE FISHER CAMERON

61

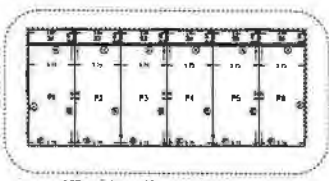
APPENDIX C  
 to  
 REPORT  
 PLAN 2016-013  
 FILE NO. 204-16-001



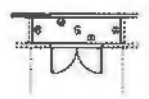


PLAN OF SURVEY OF THE EXTENT AND LOCATION OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS ON LEVEL 1

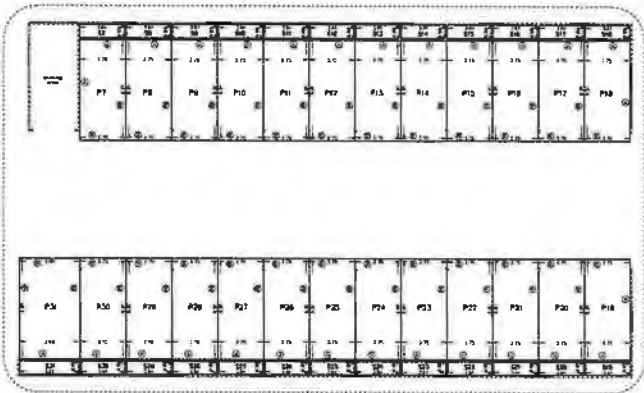
SCALE 1:200  
C.O.F. FISHER CAMERON - 2015



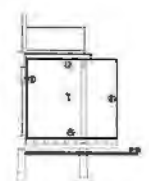
DETAIL 'A' ILLUSTRATING EXCLUSIVE USE STORAGE AREAS S1 TO S5, INCLUSIVE AND EXCLUSIVE USE PARKING AREAS P1 TO P6, INCLUSIVE (NOT TO SCALE)



PLAN VIEW ILLUSTRATING TYPICAL HORIZONTAL BOUNDARIES FOR EXCLUSIVE USE STORAGE AREAS (NOT TO SCALE)



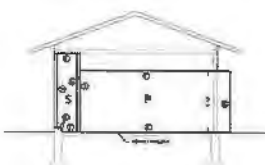
DETAIL 'B' ILLUSTRATING EXCLUSIVE USE STORAGE AREAS S7 TO S31, INCLUSIVE AND EXCLUSIVE USE PARKING AREAS P7 TO P31, INCLUSIVE (NOT TO SCALE)



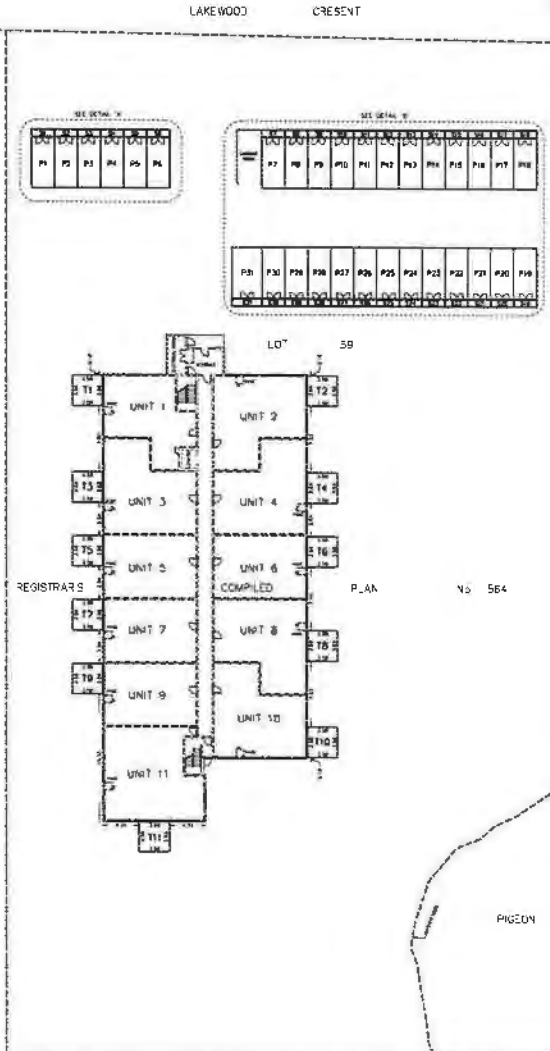
SECTIONAL VIEW ILLUSTRATING TYPICAL VERTICAL BOUNDARIES OF EXCLUSIVE USE PATIO AREAS (NOT TO SCALE)



PLAN VIEW ILLUSTRATING TYPICAL HORIZONTAL BOUNDARIES FOR EXCLUSIVE USE PATIO AREAS (NOT TO SCALE)



SECTIONAL VIEW ILLUSTRATING TYPICAL VERTICAL BOUNDARIES OF EXCLUSIVE USE STORAGE AREAS AND PARKING AREAS (NOT TO SCALE)



NOTES AND LEGEND  
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3. EXCLUSIVE COMMON USE PARKING AREA  
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100. EXCLUSIVE COMMON USE STORAGE AREA

SURVEYOR'S CERTIFICATE  
I HEREBY CERTIFY THAT THE PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AS PERMITTED BY THE SURVEY ACT.



FILE NO.

D04-16-001

REPORT

Plan 2016-013

APPENDIX

to E





# The Corporation of the City of Kawartha Lakes

## Planning Committee Report

Report Number PLAN2016-019

---

**Date:** March 9, 2016  
**Time:** 1:00 p.m.  
**Place:** Council Chambers

---

**Ward Community Identifier:** Ward 8 - Mariposa

**Subject:** Consent Agreements to implement a condition of five consent applications to create five residential lots on property described as Part South Half Lot 21, Concession 1, geographic Township of Mariposa, City of Kawartha Lakes, identified as 188 Valentia Road (Michelle and Jim WARD, - Planning File D03-14-043 to D03-14-047).

---

**Author/Title:** David Harding, Planner I

**Signature:**



### Recommendation(s):

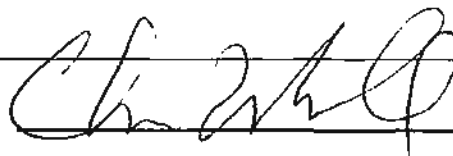
**RESOLVED THAT** Report PLAN2016-019, respecting Part South Half Lot 21, Concession 1, geographic Township of Mariposa, Applications D03-14-043 to D03-14-047, be received;

**THAT** the Consent Agreement respecting Consent Applications D03-14-043 to D03-14-047, substantially in the form attached as Appendix "C" to Report PLAN2016-019, be approval by Council; and

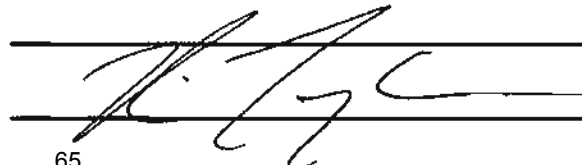
**THAT** the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

---

**Department Head:**



**Corporate Services Director / Other:**



**Chief Administrative Officer:**

## Background:

The subject property is located to the northeast of the hamlet of Valentia. The owners applied for and received approval from Council to rezone the property through Zoning By-law Amendment File D06-15-005, By-law 2015-102, to permit residential development upon part of the agricultural lot. The owners applied for and received provisional consent (Files D03-14-043 and D03-14-047) from the Committee of Adjustment, as delegated by Council, to sever a five approximately 0.4 ha. residential lots and retain the remaining approximately 35.8 ha. of agricultural land. A condition of provisional consent requires the owners to enter into a consent agreement with the City to upgrade the boulevard on the east side of Valentia Road abutting the five proposed residential lots.

Owners:	Jim and Michelle Ward	
Legal Description:	Part South Half Lot 21, Concession 1, geographic Township of Mariposa	
Designation:	Prime Agricultural & Hamlet Settlement Area in Schedule 'A' to the City of Kawartha Lakes Official Plan	
Zone:	Agricultural Exception Twenty-Seven (A1-27) Zone, Hamlet Residential Eight (HR-8) Township of Mariposa Comprehensive Zoning By-law 94-07	
Lot Area:	Retained – 35.8 ha., Severed Lands - ~0.4 ha.	
Site Servicing:	Retained – Private individual on-site sewage disposals and wells Severed Lands – Unserviced	
Existing Uses:	Retained - Agricultural/Forest/Wetland Severed Lands - Agricultural	
Adjacent Uses:	North & East:	Agricultural/Forest/Wetland
	South:	Residential
	West:	Residential/Rural/Agricultural

## Rationale:

The five proposed lots front onto Valentia Road, and propose to continue the hamlet of Valentia's built form north along the eastern side of Valentia Road. Council's approval and adoption of the consent agreement will allow the City to register the agreement.

## Provincial Policies:

Planning staff reviewed the original Planning Justification Report submitted in support of the applications and accepts the planning rationale contained in the report with respect to the Growth Plan for the Greater Golden Horseshoe (Growth Plan) and the 2014 Provincial Policy Statement (PPS). The applications serve to permit residential development within Valentia, a Rural Settlement Area.

### **Official Plan Conformity:**

The agricultural portion of the property containing the retained lands is designated Prime Agricultural, and the portion of the land that will contain the five residential lots is designated Hamlet Settlement Area. The applications conform to the Hamlet Settlement Area and consent policies within the Official Plan.

### **Zoning By-Law Compliance:**

In accordance with conditions of the provisional consents, the owners have rezoned the property through Zoning By-law Amendment File D06-15-005. The retained land is now zoned Agricultural Exception Twenty-Seven (A1-27) Zone. The severed lands are zoned Hamlet Residential Exception Eight (HR-8) Zone. The HR-8 Zone category permits a single detached dwelling, home occupation, bed and breakfast establishment and a public park.

### **Financial Considerations:**

There are no financial considerations as the Planning Act applications necessary to permit the development have been approved and the decision on the consent agreement is not appealable.

### **Relationship of Recommendations To Strategic Priorities:**

The City's Strategy Map outlines Council's Vision of a Vibrant and Growing Economy, an Exceptional Quality of Life, and a Healthy Environment. This application aligns with the Prosperity and Quality of Life priorities in that new residents will be attracted to the City.

### **Development Services – Planning Division Comments:**

The encumbrancer (mortgagor) has not yet signed the consent agreement. The owners have advised that this authorization is forthcoming. Should the owners not provide the signature of the encumbrancer prior to the Council meeting, Council should not approve the consent agreement as the signature of the encumbrancer is required.

### **Conclusion:**

The consent agreement will fulfill a condition of five provisional consent applications. The consent applications conform to the PPS, Growth Plan, Official Plan and Zoning By-law. Staff respectfully recommends that the consent agreement be referred to Council for APPROVAL.

## Attachments:

### Appendix 'A' – Location Map



Appendix A to  
PLAN2016-019.pdf

### Appendix 'B' – Draft Consent Agreement



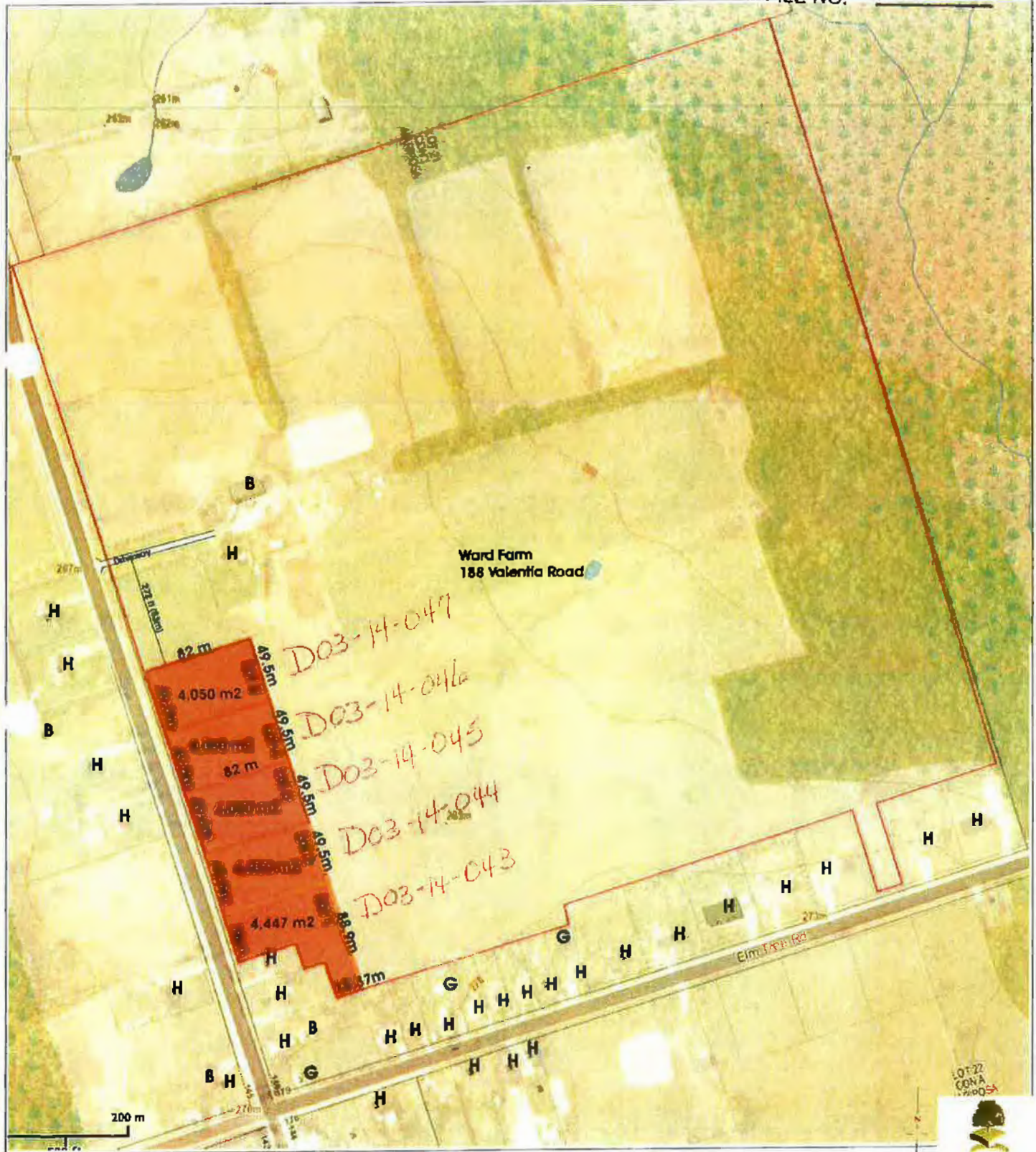
Appendix B to  
PLAN2016-019.pdf

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<b>Phone:</b>	705-324-9411 or 1-888-822-2225 ext. 1206
<b>E-Mail:</b>	<a href="mailto:deharding@city.kawarthalakes.on.ca">deharding@city.kawarthalakes.on.ca</a>
<b>Department Head:</b>	Chris Marshall
<b>Department File:</b>	D03-14-043 to D03-14-047

Figure 2 - Proposed Consents  
 Ward Farm  
 188 Valentia Road  
 City of Kawartha Lakes

APPENDIX "A"  
 to  
 REPORT PLAN2016-019  
 D03-14-043  
 D03-14-047  
 FILE NO.



Proposed Consents H - Residence B - Barn G - Garage





**CONSENT AGREEMENT**REPORT PLAN 2016-019THIS CONSENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2016. <sup>D03-14-043</sup>  
FILE NO. D03 14-047

BETWEEN:

MICHELLE MARY WARD

JIM EDWARD WARD

hereinafter called the "Owner"

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the "City"

WHEREAS the lands affected by this agreement, are described in Section 1, hereto and hereinafter referred to as the "Lands";

AND WHEREAS provisional; consent was granted by the Committee of Adjustment to Applications D03-14-043 to D03-14-047 to create five residential building lots on the Lands;

AND WHEREAS one of the conditions of provisional consent requires the Owner to enter into an Agreement with the City to address certain matters hereinafter set out;

NOW THEREFORE, in consideration of the City granting the Owner provisional consent to sever the Lands, as well as the mutual agreements and covenants hereinafter contained, the Parties agree as follows:

1. LAND AFFECTED

PIN # 63192-0103(LT). The land affected by this Agreement (the "Lands") are those parts within the City of Kawartha Lakes, designated as Part of the South Half of Lot 21, Concession 1, geographic Township of Mariposa, City of Kawartha Lakes.

2. STATUS OF THIS AGREEMENT

This Agreement is entered into and executed by the Owner for the purpose of having the City act in reliance on the covenants by the Owner contained herein and the Owner hereby waives any right or claim which it now has or may hereinafter acquire which is inconsistent with the terms of this Agreement.

3. INTERPRETATION

- (1) Whenever in this Agreement the pronoun "it" is used, it shall be read and construed as "he", "she", "they", "him", "her" or "them", and the number of the verb agreeing therewith shall be construed accordingly.
- (2) The Schedules attached hereto shall form part of this Agreement.
- (3) Time shall be of the essence of this Agreement.
- (4) Whenever used, "Director, Development Services" shall include the delegate of the Director, Development Services.

4. BINDING PARTIES

This Agreement shall be enforceable jointly and severally by and against the Owner hereto, their heirs, executors, administrators, successors and assigns, and the Agreement and all the covenants by the Owner contained herein shall run with the Lands for the benefit of the City and the land or interests in land owned by the City upon the registration of this Agreement.

5. NOTICE

- (1) Any notice required to be given hereunder may be given by personal delivery or registered mail,
  - (a) in the case of the Owner, to  
  
Michelle and Jim Ward  
188 Valentia Road  
Little Britain, ON K0M 2C0  
  
and
  - (b) in the case of the City, to  
  
The Corporation of the City of Kawartha Lakes  
Development Services Department  
Attention: Director of Development Services  
180 Kent Street West  
Lindsay, ON K9V 2Y6
- (2) Each Party may redesignate the person(s) or the address(s), or both, to whom or to which such notice may be given by giving written notice to the other.
- (3) Any notice given in accordance with this section shall be deemed to have been given on the second day following the day of delivery or the fourth

day following the day of mailing unless within the four days following the day of mailing there is a postal delivery interruption in which event on the 4<sup>th</sup> day following the end of the postal delivery interruption, as the case may be.

6. RIGHT TO ENTER

The Owner shall retain a licence from any subsequent purchaser of the Lands, or any part thereof, to enable the Owner and the City's inspectors to enter upon the Lands in order to comply with the provisions of this Agreement.

7. OWNER'S GENERAL UNDERTAKING

The Owner shall complete in a good workmanlike manner for the City, all the municipal services as hereinafter set forth to the satisfaction of the City, and shall complete, perform or make payment for such other matters as may be provided for herein.

8. OWNER'S EXPENSE

Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner and at no expense to the City" unless the context requires otherwise.

9. CONSULTING ENGINEERS

(1) The Owner shall retain a Professional Engineer as the Consulting Engineer of the Owner to carry out all the necessary engineering and to supervise the work required to be designed and done for the development and construction of the project.

(2) Such Consulting Engineer, or any successor thereto, shall continue to be retained until the work required to be done for the development and construction of the project is completed and formally accepted by the City. The Owner shall direct the Consulting Engineer to provide to the City a copy or copies of any reports provided by the Consulting Engineer to the Owner.

(3) The Owner may change from one Consulting Engineer to another at any time or times during the development and construction of the project, so long as the Owner has a Consulting Engineer retained at all times and that the Owner promptly advises the City of such change.

10. DESIGN / CONSTRUCTION / INSTALLATION OF CITY WORKS AND SERVICES

(1) The Owner shall obtain all required approvals (from both City and any external agencies, as required) and shall construct or install to City



standards in effect as at the date hereof and shall provide to the City, the following City works and services (the "Works") as generally shown on the plans described in Schedule "A", as amended from time to time and to be replaced by certified detailed plans submitted by the Owner's Consulting Engineer to the City and approved by the City's Director, Development Services in accordance with the City's specifications and approvals in effect as at the date hereof for such Works:

- (a) Design and installation of stormwater management to the satisfaction of the City.
  - (b) Design and installation of proposed asphalt kill strip/boulevard strip, and including but not limited to, details of length, width and cross-section and entrances to the Lands. Minimum design specifications to include 40mm HL-4 and 50mm HL-8, and granular A – 150mm and granular B – 300mm. Supporting testing results will be required for security reduction.
- (2) Such engineering plans shall coordinate the driveway width, street hardware and street trees, so as to ensure that conflicts do not exist, asphalt is minimized and any existing street trees are accommodated.
  - (3) All Works shall be constructed and installed in accordance with the City's specifications and in a good and workmanlike manner under the supervision of the Owner's Consulting Engineer and will be inspected by the City.
  - (4) The Owner agrees that no occupancy of any dwelling unit will occur, or be granted through permit by the City, until such time as the sanitary services are approved and installed to the City's satisfaction.-
  - (6) The Owner shall not dump nor permit to be dumped any fill or debris on, nor remove or permit to be removed any fill from, any public lands, other than in the actual construction of Works in the project without the written consent of the authority responsible for such lands.
  - (7) The Owner shall not burn nor permit to be burned by any person or entity that it has retained any refuse or debris within the project or adjacent to it.
  - (8) The City's Director, Development Services or his/her designate may determine, acting reasonably, if it is necessary for roads, laneways, sidewalks, walkways, to be cleaned and/or flushed to eliminate and/or control dust, dirt, mud, debris, resulting from the Works being done within this project. The reasonable cost for such works shall be paid by the Owner within 30 days of invoices being rendered.
  - (9) The Owner shall pay, within 30 days of invoices being rendered, the reasonable costs of:

- (a) relocating any existing services or utilities required to be relocated by the construction or installation of Works, in the project; provided such relocation is necessary and the Owner is advised in writing of the required relocation not later than 45 days after completing construction or installation of the Works, service or utility giving rise to the relocation; and
  - (b) moving any Works, installed in driveways or so close thereto, in the opinion of the City's Director, Development Services, as to interfere with the use of the driveway.
- (10) Unless otherwise provided herein, the Owner shall perform any work required to be done under this Agreement to the specifications of the City in effect at the date of construction and installation.
- (11) The Owner shall provide and erect temporary signs of such nature and at such locations as designated by the City's Director, Development Services. The Owner shall remove such signs upon the completion of the Works or upon direction of the Director, Development Services.

#### 11. AUTHORIZATION TO COMMENCE WORK

- (1) The Owner shall not commence the construction or installation of any of the Works without the written Authorization to Commence Work of the City's Director, Development Services, which Authorization shall not be issued until all approvals required by this Agreement have been obtained and:
  - (a) two copies of this Agreement, including approved engineering design drawings, executed by the Owner and all Encumbrancers have been provided to the City to the satisfaction of the Director, Development Services;
  - (b) all insurance requirements, as noted in this Agreement, have been delivered to the City to the satisfaction of the Corporate Services Officer and the Director, Development Services;
  - (c) Construction Management Brief has been submitted addressing such matters as schedule, sediment controls, road cleaning, and mud and dust control during all phases of development;
  - (d) all approvals and permits have been obtained by the Owner from the appropriate agencies, or a certificate has been provided by the Owner's Consulting Engineer that no such approvals or permits are required;

- (e) Road Occupancy Permit from City of Kawartha Lakes Public Works Department.
- (2) The Authorization to Commence Work shall not be unreasonably withheld or delayed.

12. USE OF WORKS PENDING COMPLETION / EMERGENCY REPAIRS-

- (1) Any of the Works may be used by the City, or by such other person or agency as may be authorized by the City's Director, Development Services, for the purposes for which the Works are designed, and such use shall not be deemed an acceptance of any of the Works by the City, nor an assumption by the City of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.
- (2) The City may make emergency repairs at any time to any of the Works and may for this purpose enter the Lands at any time; such repair or entry shall not be deemed an acceptance of any of the Works by the City, nor an assumption by the City of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement. The City shall give the Owner notice that it is entering the Lands for the purpose of emergency repairs to the Works and such notice shall contain a description of the repairs being made by the City in reasonable detail.

13. COMPLETION DATES - CITY WORKS AND SERVICES

The Owner shall complete the Works in accordance with the following time limits:

- (1) City roads adjacent to the Lands, including ditches and paved kill strip/ boulevard strip and driveway approaches from Valentia Road, as generally identified in the engineering drawings in Schedule "A" – shall be completed prior to the occupancy of any dwelling unit.
- (2) stormwater drainage and management system (including grading and top-soiling) prior to the occupancy of any dwelling unit;

14. FAILURE TO COMPLETE / IMPROPER PERFORMANCE

- (1) If, in the reasonable opinion of the City's Director, Development Services, the Owner is not constructing or installing the Works, or causing them to be constructed or installed, in a manner such that they will be completed within the time specified in this Agreement or is improperly performing the Works, or after commencement has neglected or abandoned them before completion, or has unreasonably delayed them so that the terms and conditions of this Agreement are being violated or executed carelessly or in bad faith, or has neglected or refused to renew or again perform Works properly rejected by the Director, Development Services as defective or unsuitable, or has in any other manner, in the opinion of the Director,

Development Services, acting reasonably defaulted in the performance of the terms and conditions of this Agreement, then the Director may notify the Owner and his surety in writing of the default or neglect and if the notification be without effect for twenty-one days, then the Director shall have full authority to make any payment or do any thing, including but not limited to obtaining materials, tools and machinery and employing persons required for the proper completion of the Works or rectification of the default, at the reasonable cost and expense of the Owner or his surety, or both.

- (2) In cases of emergency- in the opinion of the Director, Development Services, such Director may act without prior notice but the Owner and its surety shall be notified forthwith and such notice shall describe in reasonable detail any work being done as a result of the emergency.
- (3) The reasonable cost of rectifying the default shall be calculated by the Director, Development Services, whose decision if reasonable shall be final absent any manifest error, and may be charged to the Owner, together with a 10% percent engineering and administration fee, by drawing upon the letter of credit or security filed with the City.

15. GUARANTEE OF WORKS, WORKMANSHIP AND MATERIAL

- (1) The Owner shall guarantee all Works, as to workmanship and materials employed or used in the construction, installation or completion of Works, for a minimum period of one year (the "maintenance period") following the issuance of the Completion Acceptance Certificate by the Consulting Engineer and approval by the City. The Completion Acceptance Certificate shall be issued by the Consulting Engineer as soon as the Owner has completed the Works in accordance with the City standards.
- (2) Despite any other provisions of this Agreement, the responsibilities of the Owner during the maintenance period shall include the maintenance of the Works, including the rectification of any Works which have not been installed by the Owner in accordance with the standards and specifications provided to the Owner by the City in connection with such Works.
- (3) Prior to the commencement of the maintenance period, the Owner's Consulting Engineer shall submit to the City,
  - (a) "as built" construction drawings for the Works complete as per City standards, together with that Consulting Engineer's certificate that those drawings accurately depict the Works as constructed; and
  - (b) a statement by an Ontario Land Surveyor that all standard iron bars as shown on the registered reference plan, and survey monuments at all lot corners have been found or re-established.

- (4) Prior to the end of the maintenance period, the City will re-inspect the Works and if,
- (a) the Works have been installed in accordance with the specifications and standards provided to the Owner by the City; and
  - (b) the Owner has performed all of its obligations under the terms of this Agreement,

the City will issue to the Owner not later than 7 days after the date on which the maintenance period expires a Final Acceptance letter at which time the City will assume ownership of the Works and the operation and maintenance thereof, and the maintenance period will then end.

- (5) If upon the re-inspection conducted prior to the end of the maintenance period,
- (a) the Works have not been installed in accordance with the specifications and standards provided to the Owner by the City, or
  - (b) the Owner has not performed all of its obligations in connection with the Works under the terms of this Agreement to the satisfaction of the City,

the City will advise the Owner in writing and in reasonable detail of the deficiencies, the expected rectifications, and the reasonable period of time limited for implementing the rectifications (the "rectification period") and the maintenance period shall be extended to the earlier of the end of the rectification period or the date of completion by the Owner of the deficiencies specified in the aforesaid notice.

- (6) At the end of the rectification period, the City will re-inspect the Works and if,
- (a) the Works have been installed in accordance with the specifications and standards provided to the Owner by the City; and
  - (b) the Owner has performed all of its obligations in connection with the Works under the terms of this Agreement to the satisfaction of the City,

the City will issue to the Owner a Final Acceptance Certificate at which time the City will assume ownership of the Works and the operation and maintenance thereof, and the maintenance period will then end.

- (7) If upon the re-inspection conducted at the end of the rectification period,
  - (a) the Works are still not acceptable, or
  - (b) the Owner has not performed all of its obligations under the terms of this Agreement,

the City's Director, Development Services, shall determine, in his sole discretion, whether a further rectification period will be granted, and, if so, upon what terms and conditions, or whether the City shall proceed under the provisions of Section 16, or both.

## 16. FINANCIAL ARRANGEMENTS

The Owner UNDERTAKES and AGREES to the following financial arrangements with respect to the performance of the terms within this Agreement:

- (1) The Owner shall provide the City at its own expense prior to the installation of any Works with an irrevocable letter of credit or cash (herein referred to as "the security") in the amount of 50% (see attached letter in Schedule "B") of the total construction cost estimate, including works required within the City's right-of-way, required by the City and including the respective H.S.T. to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement, and as outlined in Schedule "A" – Engineering Drawings, and in Schedule "B" – Estimated Cost of Works, including, without limiting the generality of the foregoing, the performance of the work and development, including engineering and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement.
- (2) The aforesaid letter of credit shall be in a form approved by the City's Solicitor and the Owner COVENANTS and AGREES that the said letter of credit shall be kept in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Works as hereinbefore provided. The aforesaid letter of credit shall also contain the following provisions:
  - (a) The letter of credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;
  - (b) Drawings on the letter of credit shall be permitted upon presentation of a letter from the City to the bank claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 14 hereof has been given, and such default shall not be limited to the actions of the Owner;
  - (c) Partial drawings on the letter of credit shall be permitted;

- (d) If the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City Solicitor, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry.
- (3) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held to reflect the value of work already completed by the Owner shall generally be as follows:
  - (a) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City, and add thereto the estimated value of the uncompleted work and add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%).
  - (b) The resultant value including H.S.T. shall be the revised amount of security required to be held. At no time can the amount of security be reduced to below the actual amount required to secure the completion of the Works.

Provided, however, there shall be no reduction in the security unless the City has received a current statutory declaration that the completed work has been paid for in full and there are no claims outstanding or being made with respect to the Services or completed work, whether pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended (the "Construction Lien Act") or otherwise.

- (4) It is understood and agreed that the filing of a lien or delivery of a claim for a lien to the Clerk of the City under the Construction Lien Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Lien Act, it is agreed that the City may call the letter of credit or other security for payment into court of any amount required by the provisions of the Construction Lien Act, providing the Owner is unable to remove the lien within twenty-one (21) business days of receiving notification.
- (5) Where there has been a default by the Owner with respect to any provisions of this Agreement and the City has taken steps on its own to remedy such default, after providing the Owner with notice of such default and a reasonable opportunity to cure such default, any such steps shall be done at the expense of the Owner and, to the extent such work is not capable of being reimbursed through drawing on the letter of credit, shall be recovered as provided in Section 446 of the *Municipal Act*, 2001 R.S.O.2001 c.28, as amended.

- (6) Prior to the issuance of a building permit for a detached dwelling on the Lands, the Owner shall have paid all Development Charges in accordance with the applicable By-law(s) in effect on the date that a complete building permit application is received.
- (7) Prior to the execution of this Agreement by the City, the Owner shall have paid to the City the Engineering Fee herein provided in connection with the preparation, administration and enforcement of this Agreement.

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the consent agreement, shall be in the amount of 0.6% of the estimated construction value of the Public Services created relative to the consents as laid out in Schedule "B" (exclusive of H.S.T.). The collection of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

#### 17. OWNER'S GENERAL INDEMNITY

Throughout the currency of this Agreement and the performance of the Works, the Owner shall indemnify the City against all actions, causes of actions, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of the Owner undertaking the project or servicing the Lands as required under this Agreement.

#### 18. OCCUPATIONAL HEALTH AND SAFETY

- (1) The Owner certifies that it is aware of its duties and obligations under the *Occupational Health and Safety Act*, or any successor thereto or amendment thereof, and all Regulations thereunder (herein called the "Act"), pertaining to the works and services to be provided by the Owner pursuant to this Agreement and shall ensure that its employees, contractors, subcontractors and their employees:
  - (a) are aware of their respective duties and obligations under the Act applicable to the performance of the works and services required pursuant to this Agreement; and
  - (b) have sufficient knowledge and training to perform all works and services required pursuant to this Agreement safely and in compliance with the Act.
- (2) In the performance of all works and services required pursuant to this Agreement, the Owner shall:
  - (a) act safely and comply in all respects with the Act applicable to the performance of the works and services required pursuant to this Agreement; and



- (b) ensure that its employees, contractors, subcontractors and their employees act safely and comply in all respects with the Act applicable to the performance of the works and services required pursuant to this Agreement.
- (3) The Owner shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance.
- (4) The Owner shall permit representatives of the City on the site where any works or services required pursuant to this Agreement are being performed at any time or times for the purpose of inspection to determine compliance with this section.
- (5) No act or omission by the City or any representative of the City (including the entering into of this Agreement) shall be deemed to be an assumption of any of the duties or obligations of the Owner, its employees, contractors, subcontractors and their employees under the Act.-
- (6) In addition to the Owner's general indemnification of the City pursuant to Section 17, above, the Owner shall indemnify and save harmless the City,
  - (a) from any loss, damage or cost to the City which may result from the Owner or any of its employees, contractors, subcontractors and their employees failing to act safely or to comply in all respects with the Act in the performance of any work or service required pursuant to this Agreement; and
  - (b) against any action or claim, or costs related thereto, brought against the City by any person arising out of any non-compliance with the Act by the Owner or any of its employees, contractors, subcontractors and their employees in the performance of any work or service required pursuant to this Agreement.
- (7) The Owner herein agrees that no blasting shall take place on the Lands being developed herein. In the event that blasting becomes necessary, the Owner shall provide the City with all necessary amendments to the insurance policy provided to the City pursuant to Section 19 herein, in a form acceptable to the City prior to initiating any such blasting on the Lands.

## 19. INSURANCE

- (1) Before commencing any of the Works, the Owner shall supply the City with a completed "Certificate of Insurance", verifying that a liability insurance policy is in place, which is in compliance with Section 19(2) below. Additionally, the Owner shall deliver to the City renewal and/or

replacement certificates not less than 30 days prior to the expiry of the preceeding certificate.

- (2) The policy shall,
  - (a) name the City of Kawartha Lakes as an additional named insured;
  - (b) set the minimum limit at \$5,000,000.00 all inclusive for property damage and personal liability;
  - (c) indicate "per occurrence";
  - (d) indicate "per location" (if more than one location is identified on the certificate);
  - (e) refer to "products and completed operations" only - if the policy contains an "aggregate amount";
  - (f) contain a clause including blasting, if blasting is to occur; and
  - (g) remain in full force and effect until the Final Acceptance Certificate has been issued by the City.
  - (h) provide for 30 days written notice to the City of any change in the provisions or termination of the policy
- (3) The policy premium shall be paid initially for a period of one year and the policy shall be renewed for further one-year periods until the Final Acceptance Certificate has been issued by the City.
- (4) If the policy is subject to a deductible amount, the Security provided for by the Owner to the City pursuant to this Agreement shall also be available to be called upon by the City to pay for any amount required to be paid for by the Owner as the Owner's deductible under the aforesaid insurance policy and not otherwise paid for by the Owner.
- (5) The provision of the insurance policy required by this section shall not relieve the Owner from liability for claims not covered by the policy or which exceed its limits, if any, for which the Owner may be held responsible.
- (6) If the insurance policy referred to above is cancelled prior to the City's issuance of the Final Acceptance Certificate, the City may, at its discretion, draw upon the Owner's Letter of Credit or security to pay the Owner's policy premium to keep adequate insurance in place until such time as the City has issued the Final Acceptance Certificate

20. COMPLIANCE AND IMPLEMENTATION OF SPECIFIC PROVISIONS RESPECTING DEVELOPMENT

The Owner agrees to comply with, and implement, all recommendations and specific provisions referred herein including those set out in all Schedules attached hereto. Schedule "C" – Decisions of the Committee of Adjustment applicable to the Lands are provided for information purposes.

21. PAYMENT OF LIENS AND OTHER CLAIMS

- (1) The Owner shall discharge or vacate any liens or claims filed with the City or registered on title to any City-owned lands and arising out of or from any amounts claimed to be unpaid for work, services, material, or equipment provided to the project within thirty days of being requested to do so by the City.
- (2) At the end of the maintenance period, as extended during any rectification period, the Owner shall file with the City a Statutory Declaration stating that:
  - (a) all materials have been supplied and all services and works have been completed in the project with respect to the construction and installation of Works;
  - (b) all accounts for work or service performed and materials placed or furnished upon or in respect of the construction and installation of Works have been fully paid and satisfied and no person supplying any services, material or equipment or providing any work, in connection therewith is entitled to claim a lien under the *Construction Lien Act* against the City or any City-owned land;
  - (c) there are no judgments or executions filed against the Owner;
  - (d) nothing is owed by the Owner or claimed against it for unemployment insurance deductions, income tax deductions, or by way of contribution or assessment under the *Workplace Safety and Insurance Act*;
  - (e) the Owner has not made any assignment for the benefit of creditors, nor has any receiving order been made against it under the *Bankruptcy Act*, nor has any petition for such an order been served upon the Owner; and
  - (f) 45 days have passed since the completion of the construction, installation, and last rectification of the Works.

22. PAYMENT OF INTEREST ON OVERDUE AMOUNTS PAYABLE


The Owner shall pay interest at the rate of 10 percent per year to the City on all sums of money payable hereunder which are not paid on the due dates calculated from such due dates.

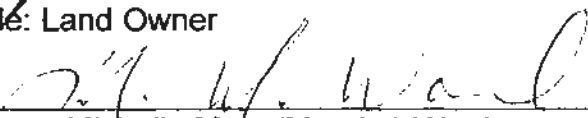
23. REGISTRATION OF AGREEMENT

- (1) This Agreement shall be registered by the City, immediately following the Owner's compliance of the conditions set out herein.
- (2) The Owner's Solicitor shall attend to the registration of any/all Transfers to the City, as well as the registration of any/all Postponements/Discharges, at the Owner's cost, immediately following the registration of this Development Agreement.
- (3) The Owner shall give to every subsequent purchaser of the Lands or any part of the Lands actual notice of the existence and the terms of this Agreement.
- (4) The Owner shall indemnify and save harmless the City from any loss, inconvenience or damage which may result to the City from the Owner's failure to comply with subsection (2) of this Agreement.
- (5) The Owner shall execute such further assurances of the rights hereby granted as may be deemed necessary by the City.
- (6) The City as and when requested by the Owner or any successor in title to all or any part of the Lands shall provide its acknowledgement that this Agreement has been complied with and there are no continuing defaults hereunder or if not complied with or in default a description in reasonable detail of any outstanding matters and/or defaults.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their respective Corporate Seals attested to by the hands of their authorized officers.

SIGNED, SEALED AND DELIVERED

  
\_\_\_\_\_  
Name: James Edward Ward  
Title: Land Owner

  
\_\_\_\_\_  
Name: Michelle Mary (Murphy) Ward  
Title: Land Owner

I/We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
Andy Letham, Mayor

\_\_\_\_\_  
Judy Currins, City Clerk

**ENCUMBRANCER – (NAME OF ENCUMBRANCER)**

The Encumbrancer hereby consents to the registration of this Consent Agreement between The Corporation of the City of Kawartha Lakes and Michelle Mary Ward and James Edward Ward against the Lands described as Part of the South Half of Lot 21, Concession 1, geographic Township of Mariposa, City of Kawartha Lakes and hereby postpones all its rights, title and interest as Encumbrancer in favour of the various provisions hereunder to the same extent and in fact as if this Agreement had been signed, sealed, delivered and registered prior to the signing, sealing, delivery and registration of the mortgage held by such Encumbrancer.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Bank.

## SCHEDULE "A"

### Engineering Drawings

(Must include the complete drawing set in both hardcopy and digital formats)

***The following drawings listed hereafter and prepared by the Engineer shall constitute part of this Agreement and are on file with the City and identified as forming Schedule A-1 by the signatures of the Owner and the City.***

Prepared by Dobri Engineering Limited, revision date November 6, 2015:

Drawing No. 15-520-001:	Grading Plan
Drawing No. 15-520-002:	Plan and Profile – STA. 0+000 TO 0+120
Drawing No. 15-520-003:	Plan and Profile – STA. 0+120 TO 0+250
Drawing No. 15-520-004:	OPSD



Drawing No.



Drawing No.



Drawing No.



Drawing No.

15-520-001 Grading Plan 15-520-002 Plan and 15-520-003 Plan and 15-520-004 OPSD.pdf

## SCHEDULE "B"

### Summary of Estimated Costs

(Must include the complete estimate in both hardcopy and digital formats)

***The following cost estimate listed hereafter and prepared by the Engineer and the City response to the security reduction request shall constitute part of this Agreement and are on file with the City and identified as forming Schedule B-1 by the signatures of the Owner and the City.***



2015.11.06



2015.12.08 - City

Construction Cost Estimate Response to Security I



## SCHEDULE "C"

Committee of Adjustment Notice of Decisions  
(Must include all decisions in both hardcopy and digital formats)

***The following decisions listed hereafter and prepared by the City shall constitute part of this Agreement and are on file with the City and identified as forming Schedule C-1 by the signatures of the Owner and the City.***

Prepared by the Secretary Treasurer, Committee of Adjustment, dated May 22, 2015:

Consent File No. D03-14-043:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-044:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-045:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-046:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-047:	Notice of Decision / Conditions and Right to Appeal



2015.05.22 - Notice  
of Decision.pdf



2015.05.22 - Notice  
of Decision.pdf



2015.05.22 - Notice  
of Decision.pdf



2015.05.22 - Notice  
of Decision.pdf



2015.05.22 - Notice  
of Decision.pdf